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[illegible]

NEILL-WYCIK COLLEGE, INC.

The Directors of the College may from time to time:

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4. Delegate Powers

5. Secure Against Loss

PASSED by the Directors and sealed by the College's seal, the 22nd day of April 1970.

BYLAW 2

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NEILL-WYCIK CO-OPERATIVE COLLEGE INCORPORATED

Organizational By-law

BY-LAW No. 34

BE IT ENACTED as a by-law of NEILL-WYCIK CO-OPERATIVE COLLEGE INC. (the "Co-operative") that By-law 31 and all other by-laws relating to the organization of the co-operative are hereby repealed in their entirety and the following substituted therefore:

A BY-LAW RELATING GENERALLY TO THE
ORGANIZATION OF THE CO-OPERATIVE

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

1. HEAD OFFICE

Article 1: HEAD OFFICE

1.1

Head Office

The head office of the Co-operative shall be in the City of Toronto, in the Province of Ontario, and at such place therein as the Board of Directors may from time to time determine.

2. MEMBERS

Article 2: MEMBERS

- 2.1**
Who May Be a Member

Membership is open to all applicants deemed acceptable as outlined in the By-laws, especially the Occupancy By-law, and Regulations of the Co-operative.
- 2.2**
Right to Occupy

Members thus accepted may be offered the right to occupy residential space within the Co-operative by Occupancy Agreement, where such space is requested and available.
- 2.3**
No Discrimination

There shall be no discrimination based on any protected rights as outlined in the Ontario Human Rights Code.
- 2.4**
Educational and Social Activities Fee

Each member shall pay annually an Education and Social Activities Fee. The amount of this fee shall be determine from time to time by the membership on the recommendations of the Board of Directors.
- 2.5**
Termination

Termination of membership shall be pursuant to section 64 (by the member) and section 66 (by the co-operative) of the *Co-operative Corporations Act*, unless the member has occupancy rights in which case terminations shall be pursuant to section 171.8.

3. DIRECTORS

Article 3: DIRECTORS

3.1
Number of Directors

The affairs of the Co-operative shall be managed by a Board of **twelve (12)** Directors each of whom at the time of election shall be a prior and continuing member in good standing of the Co-operative.

3.2
Election of Directors

The annual election of Directors shall be held at the Annual General Meeting. The election shall be by ballot. The Board of Directors may open nominations prior to the annual General Meeting. Candidates nominated prior to the Annual General Meeting must be nominated in writing by **ten (10)** member of the Co-operative. Candidates nominated at the meeting will be write-in candidates on the Ballot.

3.3
Term of Directors

The normal term of office will be two years, with **six (6)** directors elected each year. Where there are more than **six (6)** vacancies – because of resignation, removals or otherwise – the **six (6)** candidates elected with the highest vote totals will receive **two-year** terms and the remaining elected candidates will receive **one-year** terms.

3.4
No Staff as Directors

No staff member or Community Assistant may be elected to, appointed to, or sit on the Board as a Director. No Directors may apply for paid employment with Neill-Wycik while they are a member of the Board.

3.5
Vacancies

Where a vacancy exists on the Board of Directors and a quorum of the directors remain in office, the directors may appoint any qualified person to fill the vacancy until the next annual election of directors. At the discretion of the Board of Directors the vacancy may be filled by by-election at a general meeting of members duly called for that purpose prior to the next annual election of directors. If no quorum of directors remains in office, then the remaining directors shall forthwith call a general meeting of members to fill the vacancies.

3. DIRECTORS

3.6

Removal of a Director

(a) The board can recommend removal

All members of the Board of Directors are obligated to attend meetings of the Board. Failure by a Director to attend **three (3)** meetings of the Board disqualifies the Director from continuing as a Director unless the Board excuses such absence by resolution.

The board can also recommend that the members remove a director if the director

or

- has broken the confidentiality rules in Article 3.16 of this By-law
- has not carried out the other responsibilities of a director,
- has not carried out the responsibilities of a member or has broken the co-op's by-laws.

The board must give written notice to the director of the board meeting held to discuss the recommendation.

The notice must state:

- i. the time and place of the meeting, and
- ii. the reasons for the recommendation.

Notice must be given to the director at least seven days before the meeting. The director can appear and speak at that board meeting. The board decides and votes on the recommendation without the director present.

(b) **Right of appeal**

A director may appeal the decision of the board to remove them by leaving at the office a notice of appeal within seven days of the decision. Upon receipt of such notice, the board shall call a meeting of the members with proper notice; said meeting must be at least fourteen days after the board received the notice of appeal.

At such meeting, the member who has been removed from the board may appear and make representations to the meeting. By majority vote, the meeting may confirm or set aside the decision of the Board, or substitute for its decision any decision which could have been made by the board.

If the members' meeting is duly called and fails to pass a resolution changing the decision of the board or if a quorum is not present, the decision of the board shall be deemed to have been confirmed.

No member shall offer incentives, monetary or otherwise, for attendance at an appeals meeting.

**3.7
Quorum**

Fifty-percent + one (50%+1), shall form a quorum for the transaction of business.

**3.8
Meetings**

- (a) Except as otherwise required by law, the Board of Directors may hold its meetings at such place or places as it may from time to time determine.
- (b) No formal notice of any such meeting shall be necessary if all the Directors are present, or if those absent have signified their consent to the meeting being held in their absence.
- (c) Directors' meetings may be formally called by the President or Vice-President, or by the Secretary on direction in writing by ***two (2)*** Directors. Notice of such meetings shall be delivered, telephoned, telegraphed, or communicated electronically to each Director not less than

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

one day before the meeting is to take place or shall be mailed to each Directors not less than **two** days before the meeting is to take place. The statutory declaration of the Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice.

- (d) The Board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent.
- (e) A Directors' meeting may also be held, without notice, immediately following any General Meeting of the Co-operative.
- (f) The Directors may consider or transact any business either special or general at any meeting of the Board.

3. DIRECTORS

3.9

Attendance of Members

- (a) Subject to subsections (b) and (c), a meeting of the Board shall be open to the members and prior notice shall be given to the members in such manner as the Board shall determine and not person shall be excluded from a meeting except for improper conduct as determined by the Board.
- (b) Where matters confidential to the Co-operative are to be considered, the part of the meeting concerning such matters may be held in camera.
- (c) Where a matter of a personal nature concerning an individual may be considered at a meeting, the part of the meeting concerning such an individual shall be held in camera unless such individual requests that that part of the meeting is open.

3.10

Errors in Notice

No error or omission in giving notice for a meeting of Directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any Director may at any time waive notice of such meeting and may ratify and approve of any or all proceedings taken or had thereat.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

**3.11
Voting**

Questions arising at any meeting of Directors shall be decided by a majority of votes. In a case of an equality of votes, the Chairperson, in addition to her/his original vote, shall have a second or casting vote. All votes at any meeting shall be taken by ballot on demand by any Director present, but if no demand be made, the vote shall be taken in the usually way by assent or dissent. A declaration by the Chairperson that a resolution has been carried and an entry indicating the number of assents and dissents and abstentions in the Minutes shall be admissible as prima facie proof of the fact. If so demanded by any Directors present, the vote shall be recorded in the Minutes indicating the names of the Directors present and the manner in which each Directors voted on a particular item. The right to a secret ballot on demand by a Directors shall at all times take precedence. In the absence of the President, her/his duties may be performed by the Vice-President or such Directors as the Board may from time to time appoint for such purpose.

3. DIRECTORS

**3.12
Powers**

The Directors of the Co-operative may administer the affairs of the Co-operative in all things and make or cause to be made for the Co-operative, in its name, any kind of contract which the Co-operative, may lawfully enter into, and save as hereinafter provided, generally, may exercise all such other powers and to all such other acts and things as the Co-operative is by its charter or otherwise authorized to exercise and do.

**3.13
Remuneration**

The Directors shall receive not remuneration for acting as such.

**3.14
Liability**

No Director or officer of the Co-operative shall be liable for the acts, receipt, neglects or defaults of any other Directors or officer, or for any loss or expense happening to the Co-operative through the insufficiency of title to any property acquired by order of the Board for or on behalf of the Co-operative or for the insufficiency or deficiency of any security in or upon which any of the monies of the Co-operative shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any of the monies, securities or effects of the Co-operative shall be deposited, or for any loss occasioned by any error of judgment or oversight on his/her part, or for any other

loss, damage, misfortune whatever which shall happen in the execution of the duties of her/his office or in relation thereto unless the same shall happen through her/his own dishonesty, except as otherwise provided by law.

**3.15
Indemnity**

Every Director or officer of the Co-operative and his/her heirs, executors and administrators, and estate and effects respectively shall, from time to time, and at all times, be indemnified and saved harmless out of the funds of the Co-operative, from and against:

- (a) All costs and charges and expenses whatsoever which such Director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against her/him, for or in respect of any deed, act, matter or thing whatsoever made, done or permitted by him/her, in or about the execution of the duties of his office;
- (b) All other costs, charges and expenses which he/she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

3. DIRECTORS

**3.16
Confidentiality of
Board Proceedings**

- (a) All directors shall keep confidential all matters considered by the Board or coming to their notice or attention as directors which are of a confidential or private nature. Such matters shall include personal information of individual members or staff and information relating to the business of the Co-op where secrecy is appropriate to preserve the Co-op's position against third parties.
- (b) If any officer, employee, or other member of the Co-op is present at a Board meeting where confidential matters are considered and becomes aware of such confidential information, such person shall have

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

an obligation to keep such
information confidential and not to
communicate it to anyone else.

- (c) The minutes of the Board meeting shall include details of all items of business discussed. However, details of confidential matters shall not be included in copies of the minutes circulated to members or posted in a public place.
- (d) The Board of Directors will determine the consequences should any officer, employee or other member of the Co-op disclose confidential information.

3.17(1)
Procedures When There Is a Conflict of Interest

(a) When a director has or may have a conflict of interest

When a director has or may have a conflict of interest:

- i. The director should declare the conflict of interest at the board meeting considering the matter.
- ii. If a director does not declare a conflict of interest, but another director is aware of one, the other director can bring it up at a meeting.
- iii. The board then decides whether there is a conflict of interest.
- iv. If there is a conflict of interest, the director cannot vote on the matter and must not be present during any of the meetings discussing the matter.

(b) When a committee member has or may have a conflict of interest

If a committee member has or may have a conflict of interest, the committee must follow the same procedure as the board. If there is a dispute, the matter can be appealed to the board. The board decision is final.

(c) When an employee has or may have a conflict of interest

An employee who has or may have a conflict of interest must report it to the employee’s supervisor, and follow the supervisor’s directions.
The co-ordinator or manager must report a conflict of interest to the staff liaison officer, if there is one, or to the president who will report it to the board. The co-ordinator or manager must follow the board’s directions.

(d) All other conflicts of interest

If any member or officer acting for the co-op has or may have a conflict of interest, that person must report it to the board. The board must decide on the matter.

3.17(II)
Personal Relationships

Sometimes decisions have to be made which affect the friends or relatives of officers, directors and committee members. If the relationship is close enough, there may be a conflict of interest.
For example, there might be a decision of the board to evict a friend of a director. If there is a close relationship, it might influence the director’s decision and the director should declare a conflict of interest.

3.17(III)
Members’ Conflict of Interest

At members’ meetings, all members can take part in discussions and vote as they wish, even if they have a conflict of interest. However, members must declare the conflict of interest before taking part in the discussion. Members can vote even if they have a conflict of interest. They should try to act in the best interests of the co-op as a whole.

3.18

Temporary Non-Resident Directors

Directors who are temporarily moving out of Neill-Wycik Co-operative College will Maintain member status, without the right to a room, in order to remain a Director, provided that:

- (a) The Director must complete an occupancy agreement and deposit for the next term in order to maintain position.
- (b) The Director must agree to attend board meetings and carry out board related duties during the time not living in the co-op.
- (c) The Director must be moving back into Neill-Wycik Co-operative College within no more than 6 months of their move out date.

4. OFFICERS

Article 4: OFFICERS

4.1

Definition

There shall be a President, a Vice-President, a Secretary, a Treasurer, a Member Liaison Officer and a General Manager, and such other officers as the Board of Directors may determine from time to time.

4.2

Appointment of Executive

The President, the Vice-President, the Secretary, the Treasurer and the Member Liaison Officer shall be elected by the Board of Directors from among their number at the first meeting of the Board after the election of such Board of Directors, provided that in default of such election the then incumbents being members of the Board, shall hold office until their successors are elected. Executive director terms are assumed to be the duration between two such meetings, or approximately one (1) year. No member shall serve as an Officer for more than two (2) consecutive terms, full or partial, out of three (3) years, however, an executive term of 4 months or fewer in duration does not count towards the maximum number of terms

4.3

General Manager as Officer

The General Manager shall be approved by the Board of Directors and will not herself/himself be a Directors nor voting member of the Finance Committee and shall hold office at the pleasure of the Board.

4.4

DUTIES OF OFFICERS

4.4.1

Duties of President And Vice President

- (a) The President shall, when present, preside at all meeting of the members of the Co-operative and of the Board of Directors.
- (b) The President shall supervise the general management of the affairs and operations of the Co-operative, between meetings of the Board of Directors. This supervision to be carried out via the General Manager whenever possible.
- (c) The President with the Secretary or other officer appointed by the Board for the purpose shall sign all by-laws.
- (d) During the absence or inability to act of the President his/her duties and powers may be exercised by the Vice-

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

President, and if the Vice-President, or such other Directors as the Board may from time to time appoint for the purpose, exercises any duty or power, the absence or inability of the President shall be presumed with reference thereto.

4. OFFICERS

**4.4.2
Duties of Secretary**

- (a) The Secretary shall be *ex officio* clerk of the Board of Directors.
- (b) She/he shall attend all meetings of the Board of Directors and record all facts and minutes of all proceedings in the books kept for that purpose.
- (c) Hershel shall give all notices required to be given to members and to Directors.
- (d) He/She shall be the custodian of the seal of the Co-operative and of all books, papers, records, correspondence, contracts and all other documents belonging to the Co-operative which he/she shall deliver up only when authorized by a resolution of the Board of Directors to do so and to such person or persons as may be named in the resolution and she/he shall perform such other duties as may from time to time be determined by the Board of Directors.

**4.4.3
Duties of Treasurer**

- (a) The Treasurer, or person performing the usual duties of a Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Co-operative in proper books of account and shall deposit all monies or other valuable effects in the name and to the credit of the Co-operative in such credit unions or other financial institutions as may from time to time be designated by the Board of Directors.
- (b) He/She shall disburse the funds of the Co-operative under the directions of the Board of Directors, taking proper vouchers thereof and shall render to the Board of Directors at the regular meetings thereof or whenever required of him/her, an account of all her/his transactions as Treasurer, and of the financial position of the Co-operative.

- (c) She/He shall also perform such other duties as may from time to time be determined by the Board of Directors.

4. OFFICERS

4.4.4

Duties of Member Liaison Officer

- (a) The Member Liaison Officer is the primary liaison person with the membership to communicate Board objectives and gain member feedback on those objectives. The MLO plans board social and educational events, ensure that communication vehicles within the building are functioning efficiently and oversees the membership committee. He/She shall also perform such other duties as may from time to time be determined by the Board of Directors.

4.4.5

Duties of General Manager

- (a) The Board may delegate to the General Manager such power and authority to manage and direct the affairs of the Co-operative (except such matters as must by law be dealt with by the Board or by the members in a general meeting) and to employ and/or discharge employees and/or agents of the Co-operative in keeping with the policies and budgets approved by the Board.
- (b) The General Manager shall conform to all lawful orders given to her/him by the Board and shall give to the Directors or any of them all information they may reasonably require regarding the affairs of the Co-operative.
- (c) Any agent or employee appointed by the General Manager shall be subject to discharge by the Board.

5. COMMITTEES

Article 5: COMMITTEES

- 5.1

Establishment of...

The Board may from time to time establish such committees as, in the opinion of the Board, are necessary to administer the affairs of the Co-operative.
- 5.2

Duties and Functions...

The constitution, duties and functions of all committees shall be determined from time to time by regulation.
- 5.3

Standing Committees ...

In addition to such other committees as the Board may establish, there shall be the following Committees:

(i) Social Activity Committee

(ii) Member Relations Committee

(iii) Maintenance Committee
- 5.4

Social Activity Committee...

There shall be a Social Activity Committee whose constitution or Governance Manual shall be outlined in the Regulations. Subject to the regulations outlined in the S.A.C Governance Manual all members of the Co-operative shall be entitled to Participate in the Social Activities of The Co-operative. The Social Activity Committee will provide Activities that are for Educational purposes, and or Social Interaction for the purpose of promoting Community Involvement.
- 5.5

Member Relations Committee...

There shall be a Member Relations Committee whose constitution or Governance Manual shall be outlined in the Regulations. Subject to the regulations outlined in the M.R.C Governance Manual all members of the Co-operative shall be entitled to participate in the Social Activities of The Co-operative. The Member Relations Committee will provide Services, and activities that are set out in the M.R.C Governance Manual. Such activities may be, but are not limited to educational purposes and for the purpose of promoting Community Involvement.

EXECUTIVE COMMITTEE

Article 6: EXECUTIVE COMMITTEE

6.1

Who Comprises the Executive

During the intervals between the meetings of the Board of Directors, the affairs of the Co-operative shall be managed by an Executive Committee of five Directors consisting of the President, Vice-President, Secretary, Treasurer and the Member Liaison Officer of the Co-operative.

6.2

Powers of the Executive

The Executive Committee shall possess and may exercise (subject to any regulations which the Directors may from time to time impose) all the powers of the Board of Directors in the management and direction of the affairs of the Co-operative (save and except only such acts as must by law be performed by the Directors themselves) in such manner as the Executive Committee shall deem in the best interests of the Co-operative in all cases in which specific directions shall not have been given by the Board of Directors.

6.3

Quorum for Meetings

Subject to any regulations imposed from time to time by the Board of Directors, the Executive Committee shall have power to fix its quorum at not less than a majority of its members and may fix its own rules of procedure from time to time.

6.4

Location of Meetings

Meetings of the Executive Committee may be held at the head office of the Co-operative or at any place in or outside of Ontario. Meetings may be held in conference by telephone provided all parties may fully participate as specified in the *Co-operative Corporations Act* {subsection 94(3)}.

6.5

Recording of Minutes

The Executive Committee shall keep minutes of its meetings in which shall be recorded all action taken by it, which minutes shall be submitted as soon as practicable to the Board of Directors.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

7. MEETINGS OF MEMBERS

Article 7: MEETINGS OF MEMBERS

7.1

Location	The annual or any other general meeting of the members of the Co-operative shall be held at the head office of the Co-operative or elsewhere in the City of Toronto, Municipality of Metropolitan Toronto as the Board of Directors may determine and on such day as the said Directors shall appoint.
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7.2

ANNUAL MEETING

7.2.1

Definition and Purpose	The annual meeting shall be held for the purpose of receiving the report of the Directors, the financial statements, and the report of the auditors, electing Directors (in accordance with Article 3:Directors), appointing Auditors and fixing or authorizing the Board to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.
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7.2.2

Distribution of Notice	The notice for the annual meeting must be posted and circulated twenty (20) days before the annual meeting.
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7.3

Notice for Meetings	Notice of the time and place of every member's meeting, annual or general, shall unless all the members entitled to notice of the meeting have waived in writing the notice, be given either by sending the notice to each member by mail, telegraph, or electronic communication provided that any meeting of members may be held at any time and place without such notice if all the members of the Co-operative are present thereat and at such meeting any business may be transacted which the Co-operative at annual or general meetings may transact. Notice for meetings other than the annual meeting shall be ten (10) days or more, at the discretion of the Board, as set out in the Co-operative Corporation Act, section 75.
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7.4

QUORUM

7.4.1

Definition	A quorum for the transaction of business of any general meeting of members shall consist of not less than ten (10) percent of the total Co-operative membership.
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7. MEETINGS OF MEMBERS

7.4.2

Quorum not Obtained

If, at any general meeting of the Co-operative, a quorum is not present within the time determined at the discretion of the Chairperson following the time for which the meeting is called, the Chairperson shall adjourn the meeting to a date not less than **twelve (12)** days and no more than **fifteen (15)** days thereafter and the decisions of the said adjourned meeting shall be binding upon the Co-operative regardless of the number of members present.

7.4.3

Notice of an Adjourned Or Rescheduled Meeting

Notice of an adjourned and reschedule general meeting shall be provided as in Article 7: Meetings of Members, section 7.3 For general meetings other than the annual meeting the Chairperson may cancel the general meeting rather than adjourning it to a later date.

7.5

Errors in Notice

No error or omission in giving notice of any annual or general meeting to the members of the Co-operative shall invalidate such meeting or make void any proceedings taken or had thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

7.6

Requisition of Meetings by Members

- (a) The Board shall, upon requisition in writing, signed by not less than **five (5)** percent of the members of the Co-operative, which requisition shall state the general nature of the business to be presented at the meeting, requisition a general meeting of the members of the Co-operative in accordance with the requirement of notice in Article 7: Meetings of Members, section 7.3
- (b) If the Board of Directors does not, within **twenty-one (21)** days from the date of the requisition which was received, proceed to call a general meeting of the members of the Co-operative, then any one of the requisitionists may call a general meetings in accordance with the requirements for notice in Article 7: Meetings of Members, section 7.3, which meeting shall be held within **sixty (60)** days form the date the requisition was received.
- (c) A member can appeal a board of director's eviction decision to the membership if the grounds are not arrears.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

7. MEETINGS OF MEMBERS

7.7 Voting

- (a) Each member of the Co-operative shall at all annual or general meetings of the members be entitled to ***one (1)*** vote.
- (b) At all annual or general meetings every question shall be decided by the majority of the votes of the members present unless otherwise required by the by-laws of the Co-operative, or by the *Co-operative Corporations Act*.
- (c) In the case of a tie vote, the Chairperson of the meeting may vote a second time.

8. FINANCE

Article 8: FINANCE

- 8.1**
Fiscal Year

The fiscal year of the Co-operative shall terminate on December 31.
- 8.2**
**Borrowing Powers
Of Directors**

The Directors may from time to time:

 - (a) issue, seal or pledge securities of the Co-operative;
 - (b) borrow money on the credit card of the Co-operative;
 - (c) charge, mortgage, hypothecate or pledge all or any of the real property or personal property of the Co-operative including book debts, rights, powers, franchises, and undertaking, to secure any securities or any money borrowed, or any other debt, or any other obligation or liability of the Co-operative.
- 8.3**
**Borrowing Powers
Of Others**

From time to time the Directors may authorize any Director, officer or employee of the Co-operative or any other person to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed due to the Co-operative as the Directors may authorize, and generally to manage, transact, and settle the borrowing of money by the Co-operative.
- 8.4**
Reserve Fund

- (a) The Board shall at its discretion, allocate such amount as it deems fit at the end of each year toward a reserve known as the contingency reserve, to take care of unexpected expenses.
 - (b) Any surplus arising from the business of the Co-operative in each fiscal year shall be set aside by the Co-operative as a reserve fund.
 - (c) Such reserve shall not be paid or in any way distributed to members, but shall be applied for such purposes as are not inconsistent with the Letters Patent as amended and the *Co-operative Corporations Act*.
 - (d) The Co-operative may invest all or part of the reserve fund in such investments as it thinks fit from time to time, deal with and vary such investments and dispose of all or part

thereof for the benefit of the Co-operative.

**8.5
Insurance**

The Directors shall insure against fire at all times all building and other assets of the Co-operative to their full insurable value and protect the Corporation against public liability insofar as is reasonable.

**8.6
Bond**

- (a) Every officer or employee of the Co-operative who has charge of or handles money or securities belonging to the Co-operative shall be bonded with a surety company selected by the Board for such an amount as may from time to time be prescribed by the Board , but in no case for any amount less than One Thousand Dollars (\$1000).
- (b) The Board may prescribe that any other employee of the Co-operative shall be bonded in such an amount as the Directors may determine.

**8.7
Execution of Documents**

- (a) All Cheques, and Documents must have the signature of minimum one Director with official signing authority, and minimum one Management with official signing authority. Management shall be the General Manager and any other management employee officially designated as signing authority by the Board of Directors. Contracts, documents or any other instrument in writing requiring the signature of the Co-operative may be signed by the President or Vice-President, and the Secretary or Treasurer, and all documents, contracts and instruments in writing so signed shall be binding upon the Co-operative without any further authorization of formality.
- (b) The Directors shall have the power from time to time by resolution to appoint any officer or officers, person or persons, on behalf of the Co-operative either to sign contracts, documents and instruments in writing generally or to sign specific documents, contracts or instruments in writing.

**8.8
Cheques, etc.**

- (a) All cheques, bill of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Co-operative, shall be signed by such officer or officers, agents or agents of the Co-operative and in such a manner as shall from time to time be determined by resolution of the Board and any one of the officers or agents may alone endorse notes and

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

drafts for collection on account of the Co-operative through its bankers, and endorse notes and cheques for deposit with the Co-operative's bankers for the credit of the Co-operative , or the same may be endorse "for collection" or "for deposit" with the bankers of the Co-operative by using the Co-operative's rubber stamp for the purpose.

- (b) Any **one (1)** of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Co-operative and the Co-operative's bankers and may receive all paid cheques and vouchers and sign all the bank's forms or settlement of balances and release or verification slips.

**8.9
Deposit of Securities
For Safekeeping**

- (a) The securities of the Co-operative shall be deposited for safekeeping with one or more credit unions, banks, trust companies or other financial institutions to be selected by the Board.
- (b) Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Co-operative signed by such officer or officers, agent or agents, of the Co-operative and in such manner, as shall from time to time be determined by resolution of the Board an such authority may be general or confined to specific instances.
- (c) The institutions which may be so selected as custodians of the Board shall be fully protected in acting in accordance with the directions of the Board and shall in no event be liable for the due application of the securities if withdrawn from deposit or the proceeds thereof.

**8.10
Spending and Investment
Policy**

Purchasing and investments shall be governed in accordance with the guidelines attached as Schedule "A".

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9. REGULATIONS

Article 9: REGULATIONS

9.1 Regulations	The Board, in the interest of the membership, may prescribe Regulations not inconsistent with the by-laws relating to the management and operation of the Co-operative and may amend or suspend such Regulations.
9.2 Emergency Mitigation	The Board will ensure that an emergency mitigation and recovery plan is in place. This process shall be governed in accordance with the guidelines attached as Schedule "B".
9.3 Policy Regarding Conduct When a Neill-Wycik Member Is Also a Staff member	The Board will ensure that a Code of Conduct when a member is also a staff member is in place. This Code of Conduct shall be governed in accordance with the guidelines attached as Schedule "C".

10. BOOKS AND RECORDS

Article 10: BOOKS AND RECORDS

**10.1
Books and Records**

The Directors shall see that all necessary books and records of the Co-operative required by the by-laws of the Co-operative or by law are regularly and properly kept.

11. INTERPRETATION

Article 11: INTERPRETATION

11.1

Gender In these by-law and in all other by-laws of the Co-operative hereafter passed unless the context otherwise requires, words importing the singular number of the masculine gender shall include the plural number of the feminine gender, as the case may be, and vice versa.

11.2

Languages All records may be kept in either French or English but need not be kept in both. Either language may be used in any Co-operative matters.

- Approved by the Board of Directors at a duly called meeting on March 11, 2002. Confirmed by at least two-thirds of the votes cast at a General Meeting of the Members on March 13, 2002.
- Amendment to Article 3.7 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 19, 2008.
- Amendment to Article 9 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 26, 2009.
- Amendment to Article 3.4 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 25, 2010.
- Amendment to Article 3.6 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2012
- Addition to Article 5 by the addition of Articles 5.3, was approved by at least two-thirds of the votes cast at the General Meeting of the Members on March 20 2014.
- Addition to Article 5 by the addition of Articles 5.4, was approved by at least two-thirds of the votes cast at the General Meeting of the Members on March 20 2014.
- Addition to Article 5 by the addition of Articles 5.5, was approved by at least two-thirds of the votes cast at the General Meeting of the Members on March 20 2014
- Addition to Article 9 by the addition of Article 9.3 was approved by at least two-thirds of the votes cast At the General Meeting of the Members on March 20 2014.
- Addition of Schedule “C” “Policy Regarding Conduct When a Neill-Wycik Member is also a Staff Member” was approved by at least two-thirds of the votes cast at the General Meeting of the Members on March 20 2014.

Addition of Article “3.17” “Proceedure When There Is a Conflict of Interest” to Article 3 Directors was Approved by at least two-thirds of the votes cast at the General Meeting of the Members on March 31 2015.

Addition to Article 7.6 Requisition of Meetings by Members. Approved by at least two-thirds of the votes cast at the General Meeting of the Members on March 31 2015.

Addition to Article 4 of Schedule “A” “ Spending and Investment Policy” was approved by at least two-thirds of the votes cast at the General Meeting of October 22nd 2015

Addition to Article 8.7 “ Execution of Documents” of Bylaw 34 was approved by at least two-thirds of the votes cast at the General Meeting of October 22nd 2015

Change to Article 3.2 “ Spending and Investment Policy” of Bylaw 34 Changing Discretionary Expense Limits in the First Two Paragraphs from guests \$5,000.00 to \$20,000.00 was approved by at least two-thirds of the votes cast at the General Meeting of March 31st 2016.

Change to Article 3.3 “ Terms of Directors” of Bylaw 34 the Language: “No member shall serve more than two (2) terms as an executive director within a six (6) year period of time.” was approved by at least two-thirds of the votes cast at the General Meeting of November 28th 2017.

Addition to Article 4.2 “ Appointment of Executive” adding in new language “Executive director terms are assumed to be the duration between two (2) such meetings, or approximately one (1) year. No member shall serve as an Officer for more than two (2) consecutive terms, full or partial, out of three (3) years, however an executive term of 4 months or fewer in duration does not count towards the maximum number of terms.” of Bylaw 34 was approved by at least two-thirds of the votes cast at the General Meeting of November 28th 2017.

Addition of Article 3.18 “ Temporary Non-Resident Director “Directors who are temporarily moving out of Neill-Wycik Co-operative College will maintain member status, without the right to a room, in order to remain a Director, provided that: **(a)** The Director must complete an occupancy agreement and deposit for the next term in order to maintain position. **(b)** The Director must agree to attend board meetings and carry out board related duties during the time not living in the co-op. **(c)** The Director must be moving back into Neill-Wycik Co-operative College within no more than months of their move out date.” Bylaw 34 3.18 was approved by at least two-thirds of the votes cast at the General Meeting of March 28th 2018.

Amendment to Article 3.4 No Staff As Directors “No Staff Member or Community Assistant may be elected to, appointed to, or sit on the Board as a Director. No Directors may apply for paid employment with Neill-Wycik while they are a member of the Board.” Bylaw 34 Article 3.4 was approved by at least two-thirds majority of the votes cast at the General Meeting of October 17th 2018.

By-Law No. 34

Schedule "A"

SPENDING AND INVESTMENT POLICY

INTRODUCTION

Management of spending and investment rests with the Board of Directors. This policy describes how the Board of Directors delegates authority for various aspects of spending and investments.

Article 1: OPERATING BUDGET

At the Annual General Meeting, a proposed Annual Operating Budget will be presented to the General Members for their approval. The Board of Directors, staff and committees may incur expenses according to the provisions as detailed in Article 3.

Article 2: CAPITAL REPLACEMENT BUDGET

An updated Capital Replacement Budget should be prepared annually in accordance with any existing condition and replacement fund surveys. Where necessary, a five-year capital budget should be maintained.

Article 3: TYPES OF EXPENSES

3.1 Non-Discretionary Expenses

Non-discretionary expenses are those incurred by the Co-op automatically and are not the result of a specific purchase (e.g. municipal taxes, utilities, mortgage payments). Non-discretionary expenses may be approved by the General Manager of the Co-op. If the expense is over budget, the Treasurer may recommend changes to the budget.

3.2 Discretionary Expenses

Discretionary expenses are those which are incurred by option (e.g. office supplies, maintenance supplies, professional services). A budgeted discretionary expense may be approved by the General Manager of the Co-op. All budgeted discretionary expenses of more than \$20,000 must be reported to the Board of Directors at its next meeting. Where possible, goods and services shall be purchased from organizations whose values reflect those of the co-operative sector.

An unbudgeted discretionary expense of up to \$20,000 may be approved by the General Manager of the Co-op. All unbudgeted discretionary expenses of more than \$20,000 must be approved by the Board of Directors.

Normal operating contracts into which the Co-op enters may be signed solely by the General Manager and reported to the Board of Directors at its next meeting. All other contracts into which the Co-op enters must be signed by two (2) signing officers on behalf.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

of the Co-op. Where possible, three quotes must be obtained before a contract is awarded. Members of the Board or any other member designated by the Board to engage in Co-op business shall be entitled to reimbursement for expenses properly incurred by them, in accordance with the guidelines outlined herein. Receipts shall be presented prior to reimbursement.

3.3 Extraordinary Expenses

Emergency expenses are those which must be incurred immediately because a delay will risk property damage or endanger personal safety (e.g. water pipe bursting, wind damage). An emergency expenditure may be approved by the General Manager, in consultation with the Treasurer and/or Board Executive, to a maximum of \$50,000.

Article 4: DISBURSEMENTS AND CHEQUES

All Co-op funds shall be disbursed by cheque, with the exception of minor purchases which may be paid out of petty cash. The petty cash fund shall also be replenished by cheque. Before a cheque may be issued, adequate documentation for payment must be available (e.g. a purchase order or invoice) or a receipt must be produced for any goods given approval and requiring an advance of funds for its purchase. **All cheques must be signed by two (2) of at least four (4) signing officers as designated by the Board of Directors from time to time. All Cheques, and Documents must have the signature of minimum one Director with official signing authority, and minimum one Management with official signing authority.** Management shall be the General Manager and any other management employee officially designated as signing authority by the Board of Directors All cheques must be signed by two (2) of at least four (4) signing officers as designated by the Board of directors from time to time. Persons preparing cheques shall not sign them. No person may approve a purchase or payment which will directly benefit that person. Signing officers shall not sign cheques which are payable to them ..

Article 5: INVESTMENTS

Funds in excess of those needed for operations shall be invested in T-bills and term deposits or other instruments as approved by the Co-operative's auditor.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

By-Law No. 34

Schedule "B"

EMERGENCY MITIGATION AND RECOVERY PLAN

INTRODUCTION

The safety and security of Neill-Wycik is of paramount importance. This policy describes how the coop will act to improve emergency and disaster resiliency and ensure continuity and resumption of business operations.

The General Manager of Neill-Wycik Co-operative College shall establish and maintain an emergency mitigation and recovery plan, and shall appoint a co-ordinator of emergency mitigation, preparedness and recovery for the co-op, and prescribe the duties of that person to include preparation, maintenance and co-ordination of those plans and programs.

Article 1: EMERGENCY

In this Appendix "Emergency" means:

- i) a present or imminent incident that is;
- ii) a calamity caused by accident, intentional act or omission, or by the forces of nature that has or is likely to result in severe damage or harm to the members, employees or physical premises of the co-op.

Article 2: CO-ORDINATOR

In this Appendix "Co-ordinator" means the person employed by the co-operative in a managerial capacity who reports directly to the General Manager of the co-op, and may or may not have employees reporting to him/her.

The Co-ordinator shall have the following responsibilities and duties:

- i) Initiate and co-ordinate the development and evolution of an emergency mitigation and recovery plan for the co-op in cooperation with all the Neill-Wycik departments, employees and volunteers;
- ii) Ensures continuous training and exercising of the emergency mitigation and recovery plan;
- iii) Ensures continuous vulnerability audits throughout the building and appurtenances;
- iv) Submits projected budget to cover the costs of incorporating mitigation and vulnerability reducing measures to capital projects;
- v) Acts as consultant to department heads in accomplishing vulnerability mitigation;
- vi) Acts as advisor to General Manager.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

Article 3: DECLARATION OF EMERGENCY

Upon declaration of or continuation of, and for the duration of an emergency by the General Manager, the General Manager may:

- i) Put into action all or any part of the Emergency Mitigation and Recovery Plan as he/she considers appropriate;
- ii) Engage the services of any person or organization or agency as is deemed appropriate for safeguarding the safety and welfare of the co-op and/or its members or employees;
- iii) In conjunction with emergency services may control or limit access to any or all parts of the co-op and its appurtenances;
- iv) Provide for the protection and/or restoration of essential services;
- v) Cause the evacuation of any or all parts of the co-op;
- vi) Authorize the entry of any person into or onto any part of the co-op to facilitate activation of the emergency mitigation and recovery plan, as may be deemed necessary;
- vii) Authorize or cause the destruction or demolition and removal of any part of the co-op and its appurtenances as may be deemed necessary under the conditions of the emergency as long as such action is deemed likely and probably to forestall or combat the progress of the emergency;
- viii) Solicit the volunteer or paid services of any person or agency or organization as is deemed necessary to preserve the wellbeing of the co-op, its members and employees;
- ix) If the Board is not able to, may take any other action or proceedings as is deemed necessary and essential to ensure the safety and wellbeing of the co-op, its members and employees to meet the emergency.

Article 4: MAINTENANCE AND UPDATING OF THE PLAN

Exercising of the emergency mitigation and recovery plan shall be:

- i) On a frequency of no less than once per calendar year;
- ii) In the form of table-top, functional, or full-scale, with at least one full-scale exercise occurring at least once in three calendar years;
- iii) Updated within one calendar month of each exercise and incident requiring the roll-out of the plan;

Following each exercise and hazard / impact / risk / vulnerability survey:

- i) Updating of the plan following annual vulnerability audits throughout the building and appurtenances.

By-Law No. 34

Schedule "C"

POLICY REGARDING CONDUCT WHEN A STAFF MEMBER IS ALSO A NEILL-WYCIK MEMBER

Being a member of Neill-Wycik Co-op College as well as being a staff member can create some interesting Challenges. Members have certain rights to question policy and procedure of the Board and Management; however, staff members must uphold all these policies in their daily duties. So where do the rights of members end and the obligations of your position begin? This policy is designed to help staff understand what they can and cannot do as a member.

WHY THIS POLICY IS IMPORTANT:

Members see you as a staff person, whether you are working or not. You may feel that what you do in your spare time as a member of Neill-Wycik should be only your business, but it is important to remember that once you are known as a staff member, you are always seen as such and the members constantly scrutinize your actions. You constantly deal with the members of Neill-Wycik and must have their respect. Respect is earned both on and off duty. There is a fast working rumor mill at Neill-Wycik. You may think that your Actions are only seen by few people or only by your "close friends", so no one else will find out if you breach A by-law but this is not the case. Almost everything that happens at Neill-Wycik eventually makes the rounds of the rumor mill.

Failure to conduct yourself as per this policy will result in disciplinary action or immediate dismissal. Code of Conduct:

1. As for all members, but especially for staff who are members, you or your guests must abide by all by-laws, policies, rules or regulations of Neill-Wycik. Members who know, or see a staff member breaking a by-law or policy will not have respect for the rule or that staff member.
2. You are encouraged to get involved in any club or activity of your choice providing it adheres to the Co-op/SAC principles. As for all members, you cannot participate in or lead any activity that is or can be considered racist, sexist, homophobic/ vulgar, crude or offensive. Members must feel that they can trust you with any sensitive issues they may have.
3. You can vote any way you wish at General Members' Meetings but you cannot speak publicly against a by-law or policy or a proposed by-law or policy of Neill-Wycik where there is a direct conflict of interest with your employment. Should you wish to voice your concerns you can meet with your immediate supervisor, discuss issues at staff meetings, ask to meet with the General Manager or voice your opinion by asking the board for a special session to voice staff concerns about any policy, by-law, rule or regulation at Neill-Wycik. This is actually a better way to get your concerns heard and possible create change and gives you better access to those who can make changes happen. In this type of forum you will have more time to say what you wish.
4. Consistency is important in all aspects of the service we provide. To this end, you cannot seek or provide special treatment by virtue of your position beyond what would be given to any member.
5. Any act or behavior or omission thereof, which may cause the co-op, or the staff/member to be held in disrepute, may be grounds for disciplinary action or dismissal.

OTHER:

Remember - if you find yourself in a position in which an illegal activity or a breach of a by-law is about to take place: you should advise the parties present that before they commence that activity, as a staff/member you will have to report the activity should they continue. If it does continue, you should remove yourself from the situation and report if to security staff at the front desk.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

Occupancy By-law

BY-LAW NO. 35

BE IT ENACTED as a by-law of **NEILL-WYCIK CO-OPERATIVE COLLEGE, INC.**, (the "Co-operative") that By-law 33 and all other by-laws relating to the rights and obligations of the Co-operative and its members are hereby repealed in their entirety and the following substituted therefore:

[HA1]

A BY-LAW RELATING TO THE RIGHTS AND OBLIGATIONS OF THE CO-OPERATIVE AND ITS MEMBERS.

Whereas the Co-operative has been formed with one of its purposes that of providing accommodation to its members, it is desired to set out the terms on which such accommodation will be provided and the rights and obligations of the Co-operative and its members;

And whereas the Co-operative is a non-profit housing co-operative under the *Co-operative Corporations Act*;

And whereas member units of a non-profit housing co-operative are exempt from the *Tenant Protection Act, 1997 and Commercial Tenancies Act*;

1. ABOUT THIS BY-LAW

Article 1: ABOUT THIS BYLAW

1.1

PRIORITY

1.1.1

Priority of This By-law

- (a) This by-law shall have priority over any other by-law of the Co- operative and any by-laws, resolutions, or policies previously passed are hereby repealed or amended to give effect to the provisions of this by-law.

1.1.2

Conflicting By-laws

- (b) Wherever there is a conflict between this by-law and any other by-law, resolution, policy, agreement or oral statement of the Co-operative, this by-law shall govern, except for a by-law passed subsequent to this by-law, which expressly supersedes this by-law.

1.1.3

Authority of this By-law

- (c) No one has any authority to commit the Co-operative to any term of occupancy or agreement respecting occupancy, except in accordance with this by-law.

1.2

DEFINITIONS

1.2.1

Meaning of Apartment

In this by-law, "Apartment" means a self-contained dwelling unit allocated exclusively to one household who is responsible financially for it.

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1. ABOUT THIS BY-LAW

1.2.2

Room and Unit

In this by-law, "Room" means:

- (a) a room allocated exclusively to one household who is responsible financially for it, or,
- (b) in the case of a room shared by two people under separate leases, a room allocated to two households who are responsible financially for a part of it as described in their occupancy agreement, and which shares certain common facilities -including kitchen and bathroom –with other rooms, and

"Unit" means a collection of rooms sharing common facilities together with those common facilities.

1.2.3

Housing Charges

In this By-law, housing charges mean the charges the Co-operative charges its members and includes charges unrelated to housing.

1.2.4

Member Unit

In this By-law, "member unit" means a housing unit of the Co-operative other than a non-member unit, and does not mean a hotel room.

1.2.5

Non-member Unit

In this By-law, "non-member unit" means a housing unit of the Co-operative designated under section 171.5 of the *Co-operative Corporations Act* as a non-member unit.

2. MEMBERSHIP AND OCCUPANCY

Article 2: CO-OPERATIVE'S RELATIONSHIP WITH MEMBERS

2.1

Membership

- (a) The Board of Directors may accept persons having the qualifications set forth in the Membership Policy, attached as Schedule "A", for membership in the Co-operative.
- (b) The membership of such persons shall commence on the effective date approved by the Board.

2.2

Admission of Members to Occupancy

Where a person has been accepted for membership and allocated a Room/Apartment in the Co-operative, such person shall sign the Occupancy Agreement, attached as Schedule "O", and make all payments required by the by-laws. The provision of this paragraph may be waived only in exceptional circumstances, as determined by the Board.

2.3

Terms of Occupancy

The terms of occupancy of Rooms/Apartments in the Co-operative by members shall be those set out in the Charter, By-laws, Rules and Regulations, and Occupancy Agreement of the Co-operative. The Co-operative, its officers and members shall observe all the terms of the Charter, By-laws, Rules and Regulations, and Occupancy Agreement and be bound thereby (whether or not any particular member has signed an Occupancy Agreement).

2.4

Non-Member Occupants

- (a) This by-law shall apply to all occupants of member units.
- (b) If the Co-operative has any hotel guests, commercial tenants, or residential tenants in non-member units, the relationship between the Co-operative and such persons shall be on the basis of leases or contractual arrangements entered into between them and the Co-operative, with the approval of the Board.

In granting such leases, dealing with such persons, or

2. MEMBERSHIP AND OCCUPANCY

2.4

Non-Member Occupants

terminating their relationship with the Co-operative, the Board shall act in accordance with the applicable sections of the *Tenant Protection Act* and shall not be obliged to follow the procedure set out in this By-law with respect to members.

2.5

Exclusive Possession

A member residing in a member unit of the Co-operative shall be entitled to exclusive possession of her/his room/apartment together with any members who are sharing such room/apartment with him/her and, in the case of a room, to the use in common with other members of the common facilities applicable to her/his unit pursuant to the provision and responsibilities in Schedule "O". The Co-operative will permit each member quiet enjoyment of these areas in accordance with the by-laws of the Co-operative.

2.6

Length of Occupancy

Occupancy shall be for fixed terms, and **no Occupancy Agreement** shall have a term longer than **one year**.

3. MEMBER CONTRIBUTIONS

Article 3: MEMBER CONTRIBUTIONS

3.1

Payments

- (a) Each member shall pay the following housing charges which include but are not limited to:
 - ° monthly or term housing charge
 - ° final month's housing charge
 - ° education and social activity fee
 - ° maintenance deposit
 - ° parking charges
 - ° charges as applicable and as detailed on the fee schedule which is attached to the annual budget, and posted in the housing office
 - ° additional charges which may be payable because of the member's Separate School support, or her/his breach of any of his/her obligations under this By-law.
- (b) All payments shall be made in accordance with the Payments and Arrears Policy, attached as Schedule "K".

3.2

Participation

- (a) Each member is obligated to participate in the activities in the Co-operative; and in particular, shall attend each meeting of members unless s/he is reasonably unable to do so.
- (b) Each member shall, unless excused by the Board, give a minimum of service to the Co-operative, choosing her/his own area of involvement (other than the maintenance responsibilities relating to his/her Room/Apartment and/or Unit). Members who choose not to participate may pay a fee (per fee schedule) in lieu of volunteer work.
- (c) The Co-operative has adopted a general policy on participation, attached to this by-law as schedule P.

3.3

Housing Charge

- (a) The monthly or term housing charge shall be set in accordance **with By-law 34, Article 7 (Meeting of Members)**, and Article 4 of this By-law.

It shall be paid in such manner and at such place as the Board may direct.

The monthly or term housing charge shall include, but is not limited to the following: mortgage payments, municipal taxes, electricity, gas, water and sewage service, insurance on the buildings and Co-operative assets only, Co-operative administration, repairs and maintenance, reserves, contingencies, and other items duly approved by the Board.

3. MEMBER CONTRIBUTIONS

3.3

Housing Charge

- (b) The monthly or term housing charge shall not include the following and the member shall be responsible for paying them: telephone, cable television services, insurance on the member's own personal property, personal liability insurance for members.

3.4

Parking Charge

If a parking space is allocated to a member, the member shall pay the applicable charge as specified in the **Payment and Arrears Policy**, attached as **Schedule "K"**.

3.5

Final Month's Housing Charge

Each member shall pay to the Co-operative prior to moving into her/his Room/apartment an amount equal to his/her final month's housing charge.

The final month's housing charges may be applied to the last month of residence of the member, providing the member has given the Co-operative due notice in accordance with this by-law, and does not owe any money to the Co-operative. Otherwise, the final month's charges may be set off the by Cooperative against any sum due to it from the member.

3.6

Adjustment of Final Month's Charges

- (a) If there is any change in the housing charges, each member shall pay any additional amount required to bring her/his final month's charges up to the current amounts.
- (b) If there has been a reduction in charges, the Co-operative shall credit each member with the difference or pay the difference to each member.
- (c) The final month's charges shall not bear interest.

3.7

Education and Social Activity Fee

Each member shall pay annually an Education and Social Activity Fee in accordance with By-law 31, Article 2 (Member), section 2.4.

3.8

Additional Charges

- (a) If, as a result of the activities of any member, whether or not there is a breach of this by-law, the Co-operative becomes liable for any additional taxes, charges or expenses, the member shall pay such taxes, charges or expenses to the Co-operative on demand.

3. MEMBER CONTRIBUTIONS

3.8

Additional Charges

Such charges shall include returned cheque charges, collection charges, and the actual legal fees (as between a solicitor and his/her own client and as settled by the Co-operative) or the Co-operative incurred in enforcing its rights.

If such tax, charge or expense is a regular recurring payment, the member's housing charge shall be adjusted accordingly.

3.9

All Charges are Housing Charges

- (a) All charges, including those referred to in section 3.8 (Additional Charges), which may become due and payable will be deemed to be housing charges and the remedies available to the Co-operative for dealing with a failure to pay housing charges will apply to a failure to pay any of them.

Failure to pay any charges will be considered a failure to pay housing charges under the provisions of the *Co-operative Corporations Act*.

- (b) The acceptance of housing charges or any other payments by the Co-operative subsequent to any default in payment of housing charges or any other default by the member will not be deemed to be a waiver of the default, whether or not the Co-operative had knowledge of the default at the time of the acceptance of the payment.

No payment by the member, or receipt by the Co-operative, of any housing charges or any other sum from the member, not any endorsement or statement on any cheque or letter accompanying payment, not any other statement will be deemed to be an "accord and satisfaction" or operate as a waiver or be deemed to waive any of the Co-operative's rights with respect to the amount actually owing.

The Co-operative may, with or without notice to the member, accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy available to it.

4. SETTING HOUSING CHARGES

Article 4: DETERMINATION OF HOUSING CHARGES

4.1

Budget

Prior to any change in housing charges the Board shall prepare a budget for the fiscal year to which the changed housing charges relate, showing the estimated total expenses of the Co-operative, including reserves and contingencies, all external income, and all the charges proposed for each type of Room/Apartment.

4.2

Determination of Housing Charges

Housing charges shall be decided by a vote of the members at a general meeting duly called for that purpose.

A copy of the proposed budget shall be delivered to each Unit and Apartment in advance of the meeting. Should such a meeting fail for lack of quorum, the Board of Directors is authorized to determine the housing charges that were to be determined by the general meeting.

4.3

Board has authority to Set Rates during Summer months

The Board shall have the authority to change housing charges, or delegate to such parties as are authorized by the by-laws the right to do so, for the months of May, June, July and August.

4.4

Commencement of Changed Housing Charges

No increase in charges shall take effect until at least **fifty days** after such increase is approved, unless otherwise determined by a two-thirds majority of the votes cast at the meeting that approved the changes.

If the changed housing charges will take effect during the term of an **Occupancy Agreement**, notice of the change applicable to each Room/Apartment shall be delivered to each Unit and Apartment as soon as possible after the meeting.

The delivery of the notice to the door of the Unit/Apartment or to the Unit/Apartment mailbox shall be deemed sufficient method of delivery to the Rooms in that Unit or to that Apartment.

5. USE AND BEHAVIOUR

Article 5: USE AND BEHAVIOUR

5.1

Private Residences

Room/Apartment and Units shall be used only as private residences for members and their immediate families, and for other persons in accordance with this by-law, and for no other purpose, saving only those uses deemed appropriate by the Board.

5.2

Nuisance/ Rules and Regulations

- (a) Members shall not behave in any fashion that may unreasonably interfere with the enjoyment of other members, molest, annoy or harass other members or employees of the Co-operative, or make a complaint or complaints which are frivolous or without merit against other members or employees of the Co-operative, nor shall they commit or suffer any illegal acts to be committed within the Room/Apartment or Unit or on the common elements.
- (b) The **Rules and Regulations** of the Co-operative are attached as **Schedule "B"**.
- (c) The **Rules and Regulations** of the Co-operative may be amended from time to time by the Board of Directors to reflect the specific needs and concerns of the Co-operative and its members.

They shall be observed by all members and the Co-operative.

- (d) Failure to comply may result in termination or non-renewal of occupancy rights and/or other consequences deemed appropriate by the Board of Directors.

5.3

Privacy

- (a) The Co-operative or anyone on its behalf shall not enter any member's Room/Apartment without the member's permissions except in the case of emergency or except as set out in subparagraph (b).
- (b) Persons designated by the Board shall be permitted to enter any Room/Apartment on **twenty-four hours** written notice for a regular maintenance inspections, and for any special inspections for maintenance and repair purposes that may be authorized by the Board, or as may be required in connection with any insurance policy or appraisal of the Co-operative property, or for such other reason as the Board may determine.

The delivery of the notice to the door of the Unit/Apartments or to the Unit/Apartment mailbox shall be deemed sufficient method of delivery to the Rooms in that Unit or to that Apartment.

Article 5: USE AND BEHAVIOUR

5.4

Maintenance and Repair

Each member shall observe the maintenance responsibilities with respect to his/her Room/Apartment and Unit, and the common elements of the Co-operative, as set out in the **Maintenance Policy**, attached as **Schedule "C"**.

5.5

Acts of Others

- (a) Members will be responsible for the acts, omissions and behavior of their household, guests or sub-occupants and all persons invited or permitted into the Unit, common elements or other property of the Co-operative by the members, their household, guests or sub-occupants.

Members will be liable if any such person does any act or omits to do any act which, if done or omitted by a member would be considered a default under the by-laws of the Co-operative.

- (b) The member will be required to pay any damages and may have his or her occupancy rights terminated as if the act or omission had been done or omitted by the member personally.

5.6

Domestic Violence

- (a) Members who are victims of domestic violence can:
 - ask the Board to evict any person who commits domestic violence
 - get information from the Co-op on support groups in the community

Under Article 9, the Board can remove anyone who has committed domestic violence. A complaint from the victim is not necessary. The Board does not have to wait until any court charges are heard.

- (b) The Board does not have to get proof that domestic violence occurred if:
 - a restraining order or peace bond is in effect
 - terms of bail allow no contact with another member or person residing in the Co-op, or
 - the offending member has been found guilty of assault.

- (c) When a resident member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the Board in writing to reinstate that person's membership.

- (d) If someone has been evicted because of domestic violence, and returns without the consent of the victim, the Co-op may treat that person as a trespasser. It may remove that person from the property.

5.7

Conflict of Interest

Each member is expected to adhere to the conflict of interest policy attached as Schedule "M".

6. ALLOTMENT OF ROOMS/APARTMENTS

Article 6: ALLOTMENT OF ROOMS/APARTMENTS

6.1

Membership Policy

In allotting Rooms/Apartment to new members and changing Rooms/Apartments within the Co-operative, the Board or its designate shall act in accordance with the **Membership Policy** attached as **Schedule "A"**:

6.2

Internal Waiting List

The Co-operative shall maintain a waiting list of members occupying Rooms/Apartments of the Co-operative who have indicated a desire to change their Rooms/Apartments.

As suitable Rooms/Apartment become available, priority shall normally be given to persons on the internal waiting list in accordance with the **Membership Policy**, attached as **Schedule "A"**, but the Board or its delegate may either depart from the order on the internal waiting list or the external waiting list or give a particular person on the external waiting list priority over a member on the internal waiting list, if there is good reason to do so (subject to appeal, in the case of a member, to the Board).

6.3

Damage by Fire

- (a) If an Room/Apartment in the Co-operative is damaged by fire or other casualty and such damage is minor, the Room/Apartment shall be repaired by the Co-operative as quickly as possible and there will be no reduction in housing charges.
- (b) If the damage is serious so that in the opinion of the Board it is not desirable to repair the Room/Apartment or the building in which it is situated, then the member's right to occupy the Room/Apartment shall be terminated and charges shall cease effective the day of the fire or casualty.
- (c) If the damage is such that the Room/Apartment is no longer habitable, but the Co-operative intends to repair the Room/Apartment, then the member's right to occupy the Room/Apartment shall be terminated and charges shall cease effective the day of the fire or casualty, and in addition to the priority on the waiting list referred to in subparagraph (e), such member shall have a further right to reoccupy the damaged Room/Apartment when it is repaired, unless in the meantime s/he has elected to accept another Room/Apartment.

6. ALLOTMENT OF ROOMS/APARTMENTS

6.3

Damage by Fire

- (d) For a period of up to **three months** after the fire or casualty, the member shall be able to occupy any vacant Room in the Co-operative on an emergency basis and paying the lesser of the charges applicable to such Room or the damaged Room/Apartment.
- (e) If any member loses her/his right to occupancy under this paragraph, s/he shall have priority on the internal waiting list until suitable accommodation is offered to her/him.

Thereafter s/he shall be deleted from the list.

6.4

Members and Occupants may be requested to move

Members with a fixed term **Occupancy Agreement** of less than **one year** may be required to move to another unit of at least comparable or superior accommodation at a similar rent to that stated in **their Occupancy Agreement** if they are given written notice at least **thirty days** before their **Occupancy Agreement** expires.

6.5

Able to Live Independently

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the Co-op, its members or employees. This is an essential requirement of living in the Co-op. The Board can evict a member if it decides that the member cannot meet these conditions. However, this will not happen if:
 - ° the member makes arrangements that are acceptable to the Board, and
 - ° the member signs and obeys a written agreement if the Board requires it.
- (b) The Board must use the procedures stated in Article 9 of this By-law.

7. OCCUPANCY BY MEMBERS

Article 7: OCCUPANCY BY MEMBERS

7.1

No Strangers

When a Room/Apartment has been allocated to a member or members, no person other than the member or members may occupy the Room/Apartment, except as provided in this Article.

7.2

Persons Under Sixteen

Persons under sixteen year of age may occupy an Apartment as part of a member's household.

Persons under sixteen years of age may occupy a Unit with 2 Rooms (a "B Unit") as part of a member's household if the member obtains the written permission of the unitmates.

When any such person turns sixteen, s/he shall apply for membership in the Co-operative and, if accepted, shall sign an **Occupancy Agreement**.

If not accepted, s/he may continue to reside with his/her household and the members occupying such Unit/Apartment shall continue to be responsible for her/his behavior within the Co-operative.

7.3

Guests

- (a) No member shall have any guests in her/his Room/Apartment or in any Unit common area, without consent of the unitmates, such consent not to be unreasonably withheld.
- (b) No guest shall stay for more than five (5) consecutive nights without the permission of the Board or its delegate. No guest shall stay more than eight (8) total nights per calendar month

If permission is refused, the guest(s) shall cease to occupy the Room or Unit or Apartment on such a date as the Board or its delegate may determine and any continued occupancy after that date shall be considered a default by the members occupying the Room/Apartment.

- (c) All guests are required to sign in and provide appropriate identification at the front desk once per day. Where guests are unable to produce acceptable identification, a member may sign on their behalf, at the discretion of security staff, such approval not to be unreasonably withheld. Appropriate forms of identification are outlined in the Sign in Policy.

7.4

Roomer, Boarders, Etc.

No member shall have a roomer, boarder or other person sharing the Room/Apartment with her/him unless such person has been granted short-term guest status in accordance with

Schedule "N" or has applied for membership in the Co-operative and been accepted and allocated the Room/Apartment on a sharing basis. If accepted, such person must sign the **Occupancy Agreement**.

7. OCCUPANCY BY MEMBERS

7.5

No Assignment

No member may assign his/her right to occupy his/her Room/Apartment.

7.6

Sub-Occupancy

- (a) Any member who desires to leave the Co-operative temporarily for a period of not more than **four months** may sublet her/his Room/Apartment, but only on the terms of the **Sub-Occupancy Agreement**, attached as **Schedule "D"**.
- (b) Prior to the commencement of any term of sub-occupancy, the member and all sub-occupants shall sign and deliver to the Co-operative a **Sub-Occupancy Agreement**, in the form attached as **Schedule "D"**, and an Agreement by the sub-occupants to terminate, in the form attached as **Schedule "E"**.

A member wishing to sublet must inform the Co-operative of her/his desire in writing, in the form of a **Request to Grant Temporary Sub-Occupancy Rights**, attached as **Schedule "J"**.

- (c) No term of sub-occupancy may be longer than the remaining term of the original **Occupancy Agreement** or **four months**, whichever comes first.

The sub-occupant must be approved by the Board of Directors or its delegate.

The sub-occupant must become a member of the Co-operative.

7.7

No Profit

- (a) No member may profit from surrender of his/her occupancy rights, or by subletting in accordance with section 7.6.
- (b) No member may charge any sub-occupant any amount greater than the charge payable by a member occupying the Room/Apartment.

7.8

Consent to Assignment

In order to control occupancy of the Co-operative's Units and to prevent a profit to any member on surrender of a Unit, the Co-operative will be considered to be acting reasonably in withholding its consent to any assigning, sub-letting, parting with

7. OCCUPANCY BY MEMBERS

7.8

Consent to Assignment

possessions of or disposing of a Unit if it refuses consent where the proposed transaction would be in favour of a non-member or would violate any provision established by the Co-operative in relation to waiting lists or any other provisions of the Co-operative's by-laws.

7.9

Principal Residence

A Room/Apartment allocated to a member must be used as her or his principal residence. The Board may proceed to terminate the member's occupancy rights under Article 9 (Termination of Occupancy by Co-op) if the Board determines that the Room/Apartment is not the member's principal residence.

7.10

Commercial Tenants

If the Co-operative has any tenants occupying any property owned by it for other than residential purposes, this by-law will not apply to the relationship with them, and the relationship will be governed by whatever lease or tenancy agreement has been entered into between them and the Co-operative.

7.11

No Key Money

No person shall accept compensation for the withdrawal of membership by a member or for the giving up of possession of a member unit by such a member other than,

- (a) compensation for amounts owed to the member by the co-operative; or
- (b) compensation for furnishings or improvements made by the member if the compensation is reasonable and is approved by the Board of Directors.

7.12

Hotel is Designated

- (a) The Board of Directors may designate one or more housing units as non-member units.
- (b) The Board may revoke a designation as a non-member unit, including a designation deemed to have been made under Co-operative Corporations Act, section 171.5, but the designation of an occupied unit may be revoked only if all the occupants who are at least sixteen year old consent.
- (c) The Board is authorized to appoint a committee consisting of at least two directors to make and revoke such designations of non-member units, on the advice of the President or General Manager.

8. TERMINATION OF MEMBERSHIP AND OCCUPANCY BY MEMBER

Article 8: TERMINATION OF MEMBERSHIP AND OCCUPANCY BY MEMBER

8.1

Expiry of Occupancy Agreement

The right of membership and occupancy in the Co-operative of a member with a fixed term **Occupancy Agreement** expires on the expiry date specified in the **Occupancy Agreement** unless,

- (a) the term of the **Occupancy Agreement** is **one year**, or
- (b) the member has applied for a renewal in accordance with the policies and procedures of the Co-operative and those policies and procedures comply with the *Co-operative Corporations Act*.

8.2

Notice Required

- (a) A member may terminate his/her membership and occupancy in the Co-operative by giving written notice of at least **two months**, which notice period shall end on the last day of a calendar month.
- (b) For all members moving outside the Co-operative, such notice will be in the form attached as Schedule "I".
- (c) If a member gives less notice than required the Co-operative may,
 - i. accept the notice with the termination date specified, but hold the member responsible for the notice period which should have been given, or
 - ii. accept the notice, but with a termination date as the earliest date for which notice should have been given.
- (d) The member's right to occupy her/his Room/Apartment shall end at the termination date. Until then, the member's membership and occupancy rights continue.

Until the notice period expires, the member's ongoing obligations continue.

If the member vacates the Room/Apartment by the termination date, her/his obligations to the Co-operative will end at the end of the notice period, excepting any outstanding obligations to the Co-operative existing on that date which shall continue until paid or fulfilled.

8. TERMINATION OF MEMBERSHIP AND OCCUPANCY BY MEMBER

8.2

Notice Required

- (e) Once a member has given such notice, the notice may not be withdrawn without the consent of the Board or its delegate. The Board will not be obliged to permit members to withdraw the notice and the decisions of the Board to refuse to allow members to withdraw notice will not be subject to appeal to a general meeting of members.

8.3

Failure to Vacate

- (a) Where a member's right of membership and occupancy in the Co-operative has expired and has not been renewed in accordance with 8.1(a) above, the member must vacate his/her Room/Apartment on the expiry date specified in the member's **Occupancy Agreement**.
- (b) Where a member's right of membership and occupancy in the Co-operative has been terminated by notice from the member, the member must vacate her/his Room/Apartment on the date specified in the notice.
- (c) If the member fails to vacate the Room/Apartment, the Co-operative may apply for a writ of possession, and the Co-operative may take action against the member that the Board considers appropriate.

The Co-operative need not follow the provisions of Section 9.1 (Termination on Default), Section 9.2 (Procedure for Terminating Occupancy) and Section 9.3 (Right of Appeal).

8.4

No External Membership

Upon termination of membership and occupancy, no rights of occupancy of membership shall exist.

8.5

Grounds required to terminate expired membership, etc.

Membership and occupancy rights of a member with an **Occupancy Agreement** with a term of **one year** may not be terminated on the ground that the term has expired.

9. TERMINATION OF OCCUPANCY AND MEMBERSHIP BY CO-OP

Article 9: TERMINATION OF OCCUPANCY AND MEMBERSHIP BY CO-OP

9.1

Termination of Default

Subject to the provisions of Section 9.2, the Board may terminate a member's membership and right to occupy his/her Room/Apartment, or refuse to renew his/her membership and occupancy rights, for any of the following reasons:

- (a) The member is in arrears or has been repeatedly late in payment of housing charges.
- (b) The member has, in the opinion of the Board substantially or repeatedly interfered with the enjoyment of other members or the use of their Room/Apartment contrary to Section 5.2 and/or the **Rules and Regulations**, attached as **Schedule "B"**.
- (c) The member has, in the opinion of the Board, substantially or repeatedly failed to observe his/her maintenance and repair responsibilities as set out in Section 6.4 and the **Maintenance Policy**, attached as **Schedule "C"**.
- (d) The member has committed any breach or breaches of her/his obligations under this By-law or any of the Charter, By-law or Rules and Regulations of the Co-operative and the Board feels that such breach or breaches is serious enough to warrant termination of occupancy.

9.2

Procedure for Terminating Occupancy

- (a) The Board may not terminate any member's occupancy rights and membership unless written notice has been delivered to the member's Unit or Apartment at least **ten days** prior to a meeting of the Board which notice shall state:
 - i. the time and place of the board meeting; it may also state a time when the Board will discuss the member's membership and occupancy rights during the meeting;
 - ii. the reasons for the proposed eviction;
 - iii. the member's unit
 - iv. the proposed eviction date; and
 - v. the fact that the member need not vacate the unit, but that the co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.

Such notice may be in the form of the **Notice of Proposed Termination**, attached as **Schedule "F"**.

9. TERMINATION OF OCCUPANCY AND MEMBERSHIP BY CO-OP

9.2

Procedure for Terminating Occupancy

- (a) The member may appear personally or by agent or counsel at the meeting and may make representations to the Board prior to its vote.

If a meeting is adjourned, no new notice is required if the time and place of the continuation of the meeting are announced at the original meeting.

- (b) If the Board is of the opinion that at least one of the causes set out in Section 9.1 exists, the occupancy rights and membership of the member may be terminated by resolution passed by a majority of those present and voting at the meeting.

The Board may also decide to terminate membership and occupancy rights as of the expiry of the member's **Occupancy Agreement**. In that case, the Co-operative will not accept any future applications from the member for a renewal of occupancy or for a new occupancy.

Such resolution may be in the form of the **Board of Directors Eviction Decision**, attached as **Schedule "G"**.

Such termination of occupancy rights and membership shall be effective at a date specified in the resolution, which date shall be a reasonable time after the meeting but normally at least **ten days** after the meeting.

- (c) The Board may adjourn the determination of whether to terminate the member's occupancy rights and membership to a specific future time. It shall not be necessary to give the member any further notice of any such future consideration if the member or her/his agent is present and the time and place of the future meeting is announced at the original meeting.

- (d) If it seems fit, the Board may terminate a member's occupancy rights and membership on a specific date, but may resolve that such termination shall not take effect if the member makes such payments or performs such acts as the Board may determine on or before such date. If the member complies with such resolution, then the resolution terminating her/his occupancy rights and membership shall be of no further force or effect.

- (e) If the occupancy rights and membership of the member are terminated, a notice of the Board's decision specifying the day of termination shall be delivered to the member's Unit or Apartment within **five days** following

9. TERMINATION OF OCCUPANCY AND MEMBERSHIP BY CO-OP

9.2

Procedure for Terminating Occupancy

the meeting of the Board (and whether or not a resolution referred to in subparagraph (d) has been passed).

Such notice may be in the form of the **Notice of Eviction Decision**, attached as **Schedule "H"**. Such a notice may be signed by any Board member of the General Manager.

9.3

Right of Appeal

- (a) The member may appeal a decision terminating his/her occupancy rights and membership by leaving at the office a notice of appeal, setting out the grounds on which s/he appeals, within **seven days** of delivery of the notice referred to in Section 9.2(e).
- (b) On receipt of such notice, the Co-operative shall call a meeting of the members with proper notice or put the matter on the agenda for the next member's meeting. The members' meeting must be at least **fourteen days** after the Co-operative received the notice of appeal.
- (c) At such meeting, the member whose occupancy rights and membership have been terminated may appear with or without counsel and may make representations to the meeting.
- (d) By a majority vote, the meeting may confirm or set aside the decision of the Board, or substitute for its decision any decision which could have been made by the Board.
- (e) If the members' meeting is duly called and fails to pass a resolution changing the decision of the Board, or if a quorum is not present, the decision of the Board shall be deemed to have been confirmed.
- (f) If an appeal is launched in accordance with this paragraph, the day of termination will be **two days** following the date for which the members' meeting is called, or the date specified in the **Notice of Eviction Decision** referred to in Section 9.2(e), whichever is the later, unless the members' meeting decides to further extend the day of termination.
- (g) No member shall offer incentives, monetary or otherwise, for attendance at an appeals meeting.

9.4

Legal Proceedings

- (a) If the member fails to vacate on the proper day of termination determined in accordance with Section 10.2, the Co-operative may apply for a writ of possession against the member. The Co-operative may also sue the member for any monies owing by the member to the Co-operative.

9. TERMINATION OF OCCUPANCY AND MEMBERSHIP BY CO-OP

9.4

Legal Proceedings

- (b) Unless a member unit is vacant, the Co-operative shall not re-enter or regain possession unless the Co-operative has obtained a writ of possession under the *Co-operative Corporations Act*.

9.5

Abandonment

If a Room/Apartment has been abandoned, the Co-operative may enter the Unit and allocate it to another member, or rent it, and any losses or costs resulting to the Co-operative will be the responsibility of the abandoning member.

A Room/Apartment will be deemed abandoned if reasonable inquiry indicates that persons have not been seen entering or leaving the Room/Apartment for a significant period of time and if, on entry of the Room/Apartment, it appears vacant by reason of absence of furniture or other personal belongings other than items that appear to have been abandoned.

9.6

Applicability of By-law

The Co-operative will have no right to terminate the occupancy rights and membership of a member or to re-enter a Unit unless it has adhered to the provisions of its by-laws.

9.7

Compensation to Co-op

Neill-Wycik is entitled to compensation for the occupation of a member unit after the membership and occupancy rights of the person occupying the unit have been terminated.

10. WITHDRAWAL FROM MEMBERSHIP

Article 10: WITHDRAWAL FROM MEMBERSHIP

10.1

No Withdrawal Without Terminating Occupancy

A member residing in the Co-operative may not withdraw from membership in the Co-operative without terminating his/her occupancy in the Co-operative.

If a member serves notice of withdrawal from membership under Section 64 of the *Co-operative Corporations Act*, s/he shall be deemed to have given **two months** notice to terminate occupancy in accordance with Section 8.2 (Notice Required) at the same time.

10.2

No Terminations of Occupancy Without Withdrawal

- (a) When occupancy is terminated by a member, the member shall be deemed to have resigned from membership on the termination date.
- (b) Any member who ceases to have the right to occupy, reoccupy, or remain on the internal waiting list for a Room/Apartment in the Co-operative under Section 6.2 shall be deemed to have resigned from membership in the Co-operative on the day on which s/he ceases to have such right, or ceases to remain on the internal waiting list as the case may be.

10.3

Expulsion from Membership

Any member who is no longer resident in the Co-operative may be expelled from membership in accordance with the procedure set out in Section 66 of the *Co-operative Corporations Act*.

11. MISCELLANEOUS

Article 11: MISCELLANEOUS

11.1

Subordination

- (a) The rights granted to members in this By-law shall be subject and subordinate to all mortgages or ground leases now existing on the Co-operative's property or those which may be duly entered into in the future by the Co-operative.

The members shall execute any documents which the Co-operative or any lender may deem necessary or desirable to give effect to paragraph.

- (b) The Co-operative and each and every officer and future officer are hereby appointed the irrevocable attorney of each member for the purposes of executing any document necessary or desirable under Section 11.1 (a).

11.2

Time

Time will be of the essence of this By-law. Accordingly, in the performance of their duties to each other by the Co-operative and members, all time provisions must be strictly observed, except as otherwise provided in this by-law.

11.3

Procedural Irregularities

No minor defect in the procedure or in the notice given with respect to any matter dealt with in this By-law or in any of the by-laws of the Co-operative will invalidate any decision made by the Board or member, if there has been substantial compliance with the provisions of this by-law and if no injustice results. Any member may waive, in writing or by conduct, any defect in procedure with respect to any matter dealt with in this by-law.

11.4

Partial Invalidity

If any clause or provision of this By-law or any by-law of the Co-operative affecting the occupancy rights of members shall be judged invalid, the same shall not affect the validity of any other clause or provision of this by-law or any agreement with any member pursuant to this by-law, or constitute any cause or action in favour of the Co-operative or any member.

No failure by the Co-operative to enforce any of its rights, and no condoning or waiver of any particular breach or default, shall operate to prevent the Co-operative from insisting on its rights with respect to any other or continued breach or default.

11. MISCELLANEOUS

11.5

Policies

Wherever the by-law refers to a Policy of the co-operative attached as a schedule, or to the Rules and Regulations, such Policy or Rules and Regulations shall be considered a part of this By-law. If at the day of the passing thereof, or at any other time, any of the Policies or Rules and Regulations referred to in this By-law is not in existence or has not yet been adopted, any reference to such Policy or Rules and Regulations in this Bylaw shall be taken as a reference to the resolutions or decisions made by the Board, its standing committees, or the member from time to time dealing with the matters covered by such Policy or Rules and Regulations.

12. EXTERNAL MEMBERS

Article 12: EXTERNAL MEMBERS

12.1

Termination of Membership

If a member does not have occupancy rights, his or her membership may be terminated by the procedure in Section 66 or the *Co-operative Corporations Act*.

13. FRIENDS OF NEILL-WYCIK

Article 13: FRIEND OF NEILL-WYCIK

13.1

Article 13 in its entirety was removed by two-thirds of the votes cast at a duly constituted meeting of the members on February 28, 1996. "Friend of Neill-Wycik" status no longer exists.

Approved by the Board of Directors at a duly called meeting on March 11, 2002.

Confirmed by at least two-thirds of the votes cast at a General Meeting of the Members on March 13, 2002.

Amendment to Schedule "C" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 22, 2006

Adoption of Schedule "P" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 22, 2006

Amendment to Schedule "A" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 21, 2007

Amendment to Schedule "B" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 21, 2007

Amendment to Schedule "D" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 21, 2007

Amendment to Schedule "K" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 26, 2009

Amendment to add Schedule "M" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 24, 2011

Amendment to Schedule "C" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2012

Amendment to Schedule "O" approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2012

Amendment to Article 2.5 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2013

Amendment to Article 8.4 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2013

Amendment to Schedule "A", ss. 4.1 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2013

Amendment to Schedule "B", section 8 approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 28, 2013

Amendment to Schedule "C", preamble & ss. 1 and Schedule "O" section 12 approved by at least two-

thirds of the votes cast at a General Meeting of the Members on October 2, 2013

Amendment to By-law 35 Article 3.1 Section "A", approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 20, 2014.

Amendment to By-law 35 Article 3.3 Section "B", approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 20, 2014.

Amendment to By-law 35 Schedule "A" Section "8", approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 20, 2014.

Amendment to By-law 35 Schedule "A" Article 5 "NON - DISCRIMINATION", approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 20, 2014

Amendment to By-law 35 Schedule "A" Section "9", approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 20, 2014.

Amendment to By-law 35 Schedule "O" removed the language "if not on Wycik system" from the witness section of Schedule O., Approved by at least two-thirds of the votes cast at a General Meeting of the Members on March 20, 2014.

Amendment to By-law 35 Schedule "O" Section "14", added in new language "The co-op retains the right to conduct annual inspections of the member unit, and common areas. Members will be given at least 48 hours notice". Approved by at least two-thirds of the votes cast at a General Meeting of The Members On March 31 2015.

Amendment to Bylaw 35 Schedule P "Participation Policy" Change Language to reflect: "If the hours are not completed by the assigned deadline, an automatic fine of \$15.00 per penalty hour is assigned with a deadline for payment". Approved by at least two-thirds of the votes cast at a General meeting of The Members on March 30th 2017.

Amendment to By-law 35 Article 7.3 section (b) added in new language "No guest shall stay for more than five (5) consecutive nights without the permission of the Board or its delegate. No guest shall stay more than eight (8) total nights per calendar month" Approved by at least two-thirds of the votes cast at a General Meeting of The Members on March 31st 2016.

Amendment to Bylaw 35 Schedule "C" Maintenance Policy. Added in New Language by creating Section 12 "Cockroaches" Approved by at least two-thirds of the votes cast at a General Meeting of The Members on March 31st 2016

Amendment to By-law 35 Schedule B Rules and Regulations Section 8 Smoking. Added in new Language: *"Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs: a) Effective May 1, 2019, smoking shall not be permitted in any indoor spaces of the Co-operative. This prohibition shall apply to all members, residents, guests, business invitees, and visitors, and includes all apartments, multi-units, and common areas. b) "Smoking" shall include inhaling, exhaling, burning or carrying of lighted tobacco or marijuana, and similar product whose use generates smoke. c) "Business Invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the housing providers, member or resident to provide a service or product to the housing providers, member or resident. d) Subject to applicable Municipal, Provincial, and/or Federal laws, smoking is permitted on the rooftop patio areas of the Co-operative. e) Members may request further accommodations under the Human Rights Code which will be considered by the Co-operative on a case by case basis."* Approved by at least two-thirds of the votes cast at a General Meeting of The Members on March 26th 2019

By-law 35

Schedule "A"

The Co-operative has been built and operated to provide housing for full-time postsecondary students. It is a condition of the Co-operative that at least 60% of members and 60% of occupants of the Co-operative be full-time or part-time students, effective each September 1st. It is a condition of admission to membership and allocation of a unit in the co-op that a person be a full-time student at a post-secondary institution and may be required to provide proof of their status at the time that they move into the co-op. The Membership policy is administered by the Housing Staff, which consists of the Housing Co-ordinator, Housing Assistant and Bookkeeper.

2. Applications

2.1 Returning Members

Neill-Wycik gives priority to returning members provided that they follow the September re-application procedures as outlined below. Re-application forms for the coming September are distributed to members via internal mail in the preceding April. A returning member is a member who has lived in the co-op between September and August of the previous year. All members who intend to remain members for another year (starting September 1st) are required to reapply with the required deposit by June 1st. Applications received after this time will be processed with New Members applications.

2.1.1 Members Staying through the Summer

(a) Summer Re-application

Members living in the following multi-units have occupancy agreements that expire on April 30th :

C, D, E, F, H, J, L, M, N, P, W, X, Y

Members living in A, B, & K units have occupancy agreements that start on September 1 and end on August 30 of the following year and do not have to re-apply for the summer months. Reapplication forms for members living in multi units are distributed via internal mail in January informing them of the need to submit a re-application to the 22nd floor office if they intend to stay beyond April 30th. The forms must be returned by the deadline specified.

(b) September Re-application

Re-application forms must be submitted with a deposit as per the fee schedule by June 1st. The deposit amount will be applied to any housing charge increase with the balance applied to the September housing charge. If the member cancels, the deposit will be applied to the cancellation fee.

2.1,2 Members Leaving for the Summer

Re-application forms (for September) must be submitted by June 1st with a deposit of one month's housing charge (based on first choice of room). The deposit must be made by:

Money order
Certified cheque
Debit / Interac
Visa or Mastercard

2.2 New Members

Applications for new members are available by April of each year for the following year, which starts in September. They are initially mailed out in April to persons on a mailing list to ensure fair distribution. The number of completed applications returned will determine when New Member Applications become available for pick-up. Demand for housing will vary from year to year. A deposit of one month's housing charge is required along with completed applications in order to maintain a position on the waiting list. This deposit is applied to the last month of residence if the applicant accepts an offer of housing. Summer applications are available upon request. Applications are processed on a "first come, first served" basis. Applications must be completed as per instructions or they will be returned to the applicant.

3. Eligibility

Priority is given to full-time students (over 16 years of age with no less than 40% of a normal full-time course load as defined by the post-secondary learning institution they attend) and returning member's re-applications are given priority over new members provided procedures outlined in 2.1 and 2.2 are followed. In some circumstances former members who are not full time post-secondary students may apply for one half of a two person unit, provided they were past members in good standing. These applicants must be approved by the Board of Directors prior to move-in. Applications will not be accepted from persons who have been trespassed from the building

Applications may be refused for the following reasons:

- a) Incomplete information
- b) Room deposit not made by money order or certified cheque
- c) Lack of full-time student status
- d) Former member not in good standing or trespassed guest.

In the latter case the former member may appeal the decision of the Board delegate by written request to the Board of Directors. Any member who misrepresents their student status may have their membership reviewed automatically.

4. Waiting Lists

4.1 Internal

In accordance with Section 6.2, the Board's delegate shall maintain a waiting list of members occupying Rooms/Apartments in the co-op who have indicated a desire to relocate. As suitable Rooms/Apartments become available priority shall be given to persons on the internal waiting list, who are members in good standing, in accordance with the Membership Policy, but the Board or its delegate may either depart from the order on the internal waiting list or the external waiting list or give a particular person on the external waiting list priority over a member on the internal waiting list, if s/he feels there is good reason to do so (subject to appeal, in the case of a member, to the Board).

Furnished Units

Requests for transfers in the furnished units will be dealt with according to:

- a) Date of Request
- b) Smoking versus non-smoking
- c) Unitmate compatibility as determined by the Board's delegate.

Apartments

Requests will normally be allocated on the following basis:

- a) Internal Member
- b) External student couple (at least one of them a full time student)
- c) Internal single student '
- d) Two external students sharing

Definition of Member in Good Standing:

- a) Member is not in arrears and is making prompt payments as due, in accordance with Schedule "K".
- b) Member must participate in the activities of the co-operative, in accordance with By-law 35, Article 3, Section 3.2.
- c) Member must conduct her/himself in accordance with By-law 35, Section 5.2 and Schedule "B", Rules and Regulations.

4.2 External

The co-op will not knowingly place people on the waiting list if they are not expecting to have full-time student status on their expected occupancy commencement date.

Priority on the external waiting list is determined by:

Former Members (full time student)

- a) Length of absence from the co-op. The most recent resident of a Room/Apartment has first option to renew the Occupancy Agreement, provided their application is received by the deadline.
- b) Date of application. Applications for September must be received by the date determined by the Board to maintain priority status as a returning member.

New Members (full time post-secondary student)

- a) Date of application. First come, first served.
- b) Out of province students may be given preference based on direction of the Board.

5. Non-Discrimination

Be it noted that, contrary to any provision which is stated here or any amendment which may be added later, that the provisions of By-law 34, Article 2, section 2.3, shall prevail and take precedence.

6. Cancellations

6.1 Returning Members

If the returning member cancels on or before the 15th of the month prior to move-in, there will be a cancellation fee per the fee schedule. If the cancellation is after the 15th, the cancellation fee increases to the equivalent of one month's housing charge.

6.2 New Members

- (a) If a new member applicant cancels from the waiting list before accepting an offer of housing, a full refund will be issued.
- (b) If a new member accepts an offer of housing and then cancels on or before the 15th of the month prior to move-in, there will be a cancellation fee per the fee schedule. If they cancel after the 15th, the cancellation fee increases to the equivalent of one month's housing charge.

7. Term of occupancy agreement

7.1 Multi Units - C, D, E, F, H, J, L, M, N, P, W, X, Y

Standard Occupancy Agreements* are arranged as follows:

Fall:

Winter:

Summer:

September 1st thru April 30th

January 1st thru April 30th

May 1st thru August 31st

* Alternate occupancy agreements are available based on school requirements.

Minimum occupancy agreement period is two (2) months

7.2

A, B & K Units September 1st thru August 30th as per Occupancy Agreement stipulations that "in order to rely on the expiry date of the term, all fixed terms must be less than one year".

Returning members are required to sign a new occupancy agreement each year. An administrative fee may be imposed for failure to fulfill this requirement within 15 days of the start of the occupancy agreement.

8. Phone System

As of September 2012, all multi-units are required to subscribe to the Neill-Wycik wireless network. A, B and K units may subscribe at the same monthly rate as multi-unit members Neill Wycik Wireless Network

9. Payment

Upon move-in, members must pay the following amounts:

- Maintenance deposit
- Term housing charge or 1st month's housing charge as applicable
- Term Wireless Internet payment.
- Term parking as applicable
- Membership fee (new members only)

Keys will be released upon receipt of total amount payable. A late charge is applied to any payment that remains outstanding..

10. Two-person units

When one person moves out of a two-person unit the remaining member's input is requested in screening applicants. If the remaining member is unable to find a suitable replacement within the time period set by the Housing Co-ordinator then the housing department will fill the vacancy from the waiting list.

11. Subletting

Members who wish to sublet must request permission from the Board of Directors. Members must fill in an application to sublet at least six weeks prior to the start date of the sublet.

12. Member Contribution Program

All members are expected to participate in the Member Contribution Program or any other participation program as designated by the Board of Directors. Failure to complete any volunteer requirements may result in the revoking of some or all membership privileges.

13. Housing Calendar

Administration of housing is done in accordance with the attached schedule

Housing Calendar

January Term Move Ins Application Review Move out refunds Summer in- house re-application Wait list update	February Summer housing charge determined A.G.M Meeting date set /new Housing charges Application revisions	March Summer Room assignment External Wait List is started In house room confirmations Summer Occupancy Agreements September applications released
April May move packages sent Summer deposits due Postings re-summer re-application Café set up for May move ins	May Term move ins Re-App members A,B & K Owner's manual review	June Deadline for returning Re-Applications September room assignments Room confirmations
July September move packages	August Move info to in-house Members September Occupancy Agreements Re-Keying of multi-units Café set up	September Term move ins A,B,& K Occupancy Agreements Review assigned occupancy agreements
October Nov /Dec rentals	November January room assignments Rye Business Exchange move ins January letter of acceptance out	December January acceptance deadline

By-law No. 35
Schedule "B"

RULES AND REGULATIONS

The following rules and regulations are put into effect to keep Neill-Wycik a safe and comfortable place to live, work and visit. The laws of the land also apply and take precedence.

1.
 - a) Violence toward members, employees or visitors is not tolerated.
 - b) Threats or threatening behavior or language toward members, employees or visitors is not tolerated.
 - c) Abusive behavior or language toward members, employees or visitors is not tolerated.
2. The deliberate destructions or damage of the Co-operative's property, or the property of any member, employee or visitor is not tolerated.
3. Theft is not tolerated.
4. Any abuse of drugs including alcohol that impedes a member from carrying out his or her responsibilities is not tolerated.
5.
 - a) No member, visitor or employee of the Co-operative shall bring into, or cause to be brought into or possess in the building or on the grounds, any firearms or restricted weapons, including collector's or historical pieces, bows and arrows and hunting knives.
 - b) The use of any object as a weapon is not permitted.
6.
 - a) Screens shall not be removed from any window in the building without written permission.
 - b) Objects shall not be thrown out of any window in the building, or from the roof of the building..
7. The introduction of pets into the Co-operative is allowed only under the following conditions:
 - a) Effective April 22, 2002, pets, excluding fish and small caged domestic rodents (hamsters, gerbils and like-sized animals), are not allowed to be kept in the multi-units. Pets living with Members as of April 22, 2002 may be allowed to stay providing the pet does not cause damage or disturb the quiet enjoyment of other members, and they register their pet with the co-op and provide proof of inoculation.
 - b) Before a pet is brought into a two-person unit or apartment, the permission of the unitmate must be secured in writing.
 - c) The only fur bearing animals allowed in the non-multi units of the building are cats, rabbits, and ferrets and small caged domestic rodents (hamsters, gerbils and like-sized animals).
 - d) Effective June 1, 1996, there will be no further dogs allowed in the co-op. Members who currently own dogs and have them in the coop must by a date, determined by management, register their dog with the co-op and provide proof of inoculation and registration with the City of Toronto or appropriate authority. Members currently with dogs as of June 1, 1996 may be allowed to stay providing the dog does not cause damage or disturb the quiet enjoyment of other members, until they leave Neill-Wycik. Dogs are not allowed 'in multi-units under any circumstances.
 - e) No intimidating animals are allowed as pets. This includes, but is not limited to, spiders and reptiles not limited to, spiders and reptiles.

- f) The pet owner assumes responsibility for damage caused by her/his pet or related to the presence of his/her pet..
- g) Cats and rabbits must be inoculated against enteritis. Inoculation must be kept current as necessary for each pet and proof must be available to the office.
- h) The pet owner must maintain his/her pet's living conditions in a manner such that the pet does not interfere with the quiet enjoyment of other members.
- i) Pets are not permitted in the hallways of the building or on the grounds.
- j) The garbage chute is not to be used for the disposal of animal wastes. All such wastes must be double bagged and brought to the ground floor garbage room.
- k) Endangered species, both plants and animals, are not permitted on Neill-Wycik property.

8. Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs:

- a) Effective May 1, 2019, smoking shall not be permitted in any indoor spaces of the Co-operative. This prohibition shall apply to all members, residents, guests, business invitees, and visitors, and includes all apartments, multi-units, and common areas.
- b) "Smoking" shall include inhaling, exhaling, burning or carrying of lighted tobacco or marijuana, and similar product whose use generates smoke.
- c) "Business Invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the housing providers, member or resident to provide a service or product to the housing providers, member or resident.
- d) Subject to applicable Municipal, Provincial, and/or Federal laws, smoking is permitted on the rooftop patio areas of the Co-operative.
- e) Members may request further accommodations under the Human Rights Code which will be considered by the Co-operative on a case by case basis.

9. No open alcoholic beverages are permitted in public areas.

10. Visitors of members may stay only under the conditions outlined in Section 7.3 of this by-law.

11. Any action by a member or his/her guest which impedes fire safety in the building, including tampering with or obstructing fire alarm speakers, discharging a fire extinguisher for reasons other than extinguishing a fire, deliberately starting a fire, blocking fire exits, propping open unit doors or impeding building fire procedures will not be tolerated, and criminal charges may be laid.

Amended by the Board of Directors at a duly called meeting April 22, 2002.

Further amendment by the Board of Directors at a duly called meeting September 23, 2002 (Highlighted in grey)

Approved by the General Membership at a duly called meeting on April 9, 2003

Additional amendment by the Board of Directors at a duly called meeting October 24, 2006.

Approved by the General Members at a duly called meeting 2011 March 21, 2007

Approved by the General Members at a duly called meeting 11 March 28, 2013.

By-law No. 35

Schedule "C"

Maintenance Policy

While the co-operative is based on the principle of mutual responsibility for mutual growth, and benefit, and since the co-op's largest asset is the building, which houses its' Members, and it is to the Members' best interest that the building is kept in the best possible condition. It is thereafter in the best interest of its' Members that (a) that as stated in the occupancy agreement and the By-Laws of the co-op, upkeep of a member's room/apartment is the responsibility of the occupying member(s). (b) it is hereby deemed that the common elements of the unit, specifically the washroom(s) semi-private Hallway, Kitchen, and Lounge area, are the shared responsibility of all the occupants in the unit. (C) Specific requirements, and regulations for the upkeep of all areas will be set out by a Management Committee, or designated Sub-Committee, as directed or appointed by the Board. Such requirements, and/or regulations shall be established by the committee from time to time.

1. Each member(s) shall maintain her/his room/apartment in a reasonable state of cleanliness at all times and shall comply with all requirements and standards of health authorities, and other authorities respecting the standards of cleanliness, maintenance, and safety. "Upon move out the occupying member(s) shall ensure that the unit is left in accordance to Neill-Wycik room standards as determined from time to time by the Board of Directors."
2. Each member shall pay for the repair or damage caused by his/her willful negligent conduct or that of persons permitted on the property of the co-operative by him/her or others occupying her/his unit.
3. No member shall in any way make alterations, or improvements to her/his room/apartment, unit, or in any way change the locking system, without the permissions in writing of the Board of Directors, or the General Manager. At the end of the Member's occupancy of a room or apartment, she/he may remove his/her fixtures provided that such removal does not cause a requirement for repair work to be done on the room/apartment or unit.
4. Each member shall promptly report to the co-operative any condition in the unit/apartment or its equipment or in the building which comes to the knowledge of the member and which may cause deterioration of the unit/apartment, or the building if not corrected.
5. When the co-operative has organized pest control all member(s) of the designated unit are required to prepare their rooms as indicated in the notice of entry. The co-operative may perform any of the cleaning or other obligations set out in this schedule if the member responsible does not perform them within a reasonable time in the circumstances, and the member shall reimburse the co-operative for the cost of such performance. The procedure for preparing a member unit for pest control related to bedbugs is itemized under section 11, and must be followed meticulously.
6. A member may request painting to be done in her/his unit by painters employed by the co-operative. The Co-operative reserves the right to determine whether the area to be painted is eligible for the paint and if the labour is to be supplied free. No member may undertake her/his own painting in multi-units, except with the permission of the Maintenance Manager or the maintenance departments painting supervisor.
7. Members shall not behave in a way which obstructs the fire safety procedures of the building. Including that no object blocks any fire exit
8. Each member shall pay a Maintenance deposit as stated in section 3.1 of this By-law. The co-operative may deduct money from this deposit from unreturned keys, rooms/apartments or units left in dirty condition, damage as stated in Section 2 of the schedule or unreasonable wear and tear to their room/apartment or unit of the furnishings of the co-operative.
9. Dishwashers, Washing Machines, and Dryers are not permitted in units without the written permission of the Board of Directors. Neill-Wycik reserves the right to inspect all approved installations annually to ensure the continued safe operation of such appliances.
10. The Installation of Air Conditioners must be inspected or installed by Neill-Wycik maintenance staff, as per Board policy. All other installations are subject to a fine and/or damage charge.

11. Pest Control – Bedbugs

Members must report to the office by work order that they have (or suspect that they have) bedbugs immediately.

a. Member's Responsibilities:

i. To report immediately that bedbugs are present and to bring samples of the bugs to the maintenance office, securely sealed in a jar or plastic bag.

ii. To co-operate with treatment by:

- (1) moving furniture if requested by pest control company
- (2) drying clothing for the required time to kill bedbugs
- (3) staying out of unit following treatment for the required time
- (4) removing pets as instructed so treatment can proceed
- (5) providing a detailed medical note to the office outlining why they are unable to prepare their unit for treatment
- (6) following any other directions required by the pest control professionals

iii. To prevent bringing bedbugs into the co-op by:

- (1) not picking up furniture or household items from the street
- (2) preventing cluttering of their unit
- (3) drying all used clothing for the time and at the temperature required to kill bedbugs
- (4) keeping all bedbug preventative elements in place once installed or provided by the co-op (e.g. crawl ups under bed legs, covers on beds, caulking around walls, etc.)
- (5) complying with other requirements that the Board of Directors might require in a policy that will be reviewed from time to time as more is learned about preventing bedbugs and their spread.

b. Co-op's Responsibilities:

Failure to comply with the requirements above is a serious breach and may be considered by the Board of Directors to be grounds for eviction. Refusal of treatment will result in eviction.

Members who break this by-law will have to pay for any additional treatment that result from this breach should there be additional charges for treatment. The co-op will expect payment in full of all costs incurred. These additional charges may result from:

- a. failure to clear furniture away from walls as required
- b. allowing guests to stay with you if you reasonably should have known that there was a risk of them bringing bedbugs with them
- c. failure to launder and dry clothing as required
- d. failure to allow pest control treatment when notice is given
- e. other acts of commission or omission which result in a spread of bedbugs to other units

12. Pest Control – Cockroaches

Members must report to the office by work order that they have (or suspect that they have) Cockroaches immediately.

a. Member's Responsibilities:

i. To report immediately that Cockroaches are present and to bring samples of the bugs to the maintenance office, securely sealed in a jar or plastic bag.

ii. To co-operate with treatment by:

- (1) moving furniture if requested by pest control company
- (2) emptying all cupboards in the kitchen so they are clear and devoid of anything
- (3) emptying the sink of any dishes, and ensure the sink is clean and dry
- (3) staying out of unit following treatment for the required time
- (4) removing pets as instructed so treatment can proceed
- (5) providing a detailed medical note to the office outlining why they are unable to prepare their unit for treatment
- (6) following any other directions required by the pest control professionals

iii. To prevent bringing cockroaches into the co-op by:

- (1) ensuring all produce purchased anywhere is thoroughly washed
- (2) preventing leaving any unwashed dishes in the kitchen area anywhere
- (3) leave no standing water unattended in any sinks within the unit
- (4) keeping absolutely no improperly stored organic waste material of any kind anywhere within the unit (e.g. kitchen waste, coffee grounds, etc.)
- (5) complying with other requirements that the Board of Directors might require in a policy that will be reviewed from time to time as more is learned about preventing bedbugs and their spread.

b. Co-op's Responsibilities:

The Co-op agrees to supply all members with timely and current information regarding preventative measures as outlined in this policy, the current pest control company providing services, and in accordance to all City of Toronto. The Co-op agrees to communicate with members by providing a current up to date information package on preventative measures, and to directly answer questions raised by members via the General Manager, Maintenance Supervisor, or any designated staff member.

Failure to comply with the requirements above is a serious breach and may be considered by the Board of Directors to be grounds for eviction. Refusal of treatment will result in eviction.

Members who break this by-law will have to pay for any additional treatment that result from this breach should there be additional charges for treatment. The co-op will expect payment in full of all costs incurred. These additional charges may result from:

- a. failure to clear furniture away from walls as required
- b. failure to allow pest control treatment when notice is given
- c. other acts of commission or omission which result in a spread of cockroaches to other units

CERTIFIED to be a true copy of an amendment passed by the board of directors at a meeting held on the 13th day of June, 2011.

Section 12 "Cockroaches" Approved by At Least two thirds of the Membership at a meeting duly called March 31 2016.

By-law No. 35
Schedule "D"
SUB-OCCUPANCY AGREEMENT

BETWEEN:

Neill-Wycik Co-operative College Inc.
hereinafter called the "Co-operative"

-and-

hereinafter called the "Member"

-and-

hereinafter called the "sub-occupying member"

WHEREAS the Member is the occupant of __, 96 Gerrard Street East, in the city of Toronto, (hereinafter called the "Room/Apartment"), and the Co-operative is the owner of the property, and the Member has requested permission to grant temporary sub occupancy rights to the sub-occupying member, and the Co-operative has consented.

1. The member hereby surrenders to the Co-operative her/his right to occupy the Room/Apartment for a term of months commencing , 20__,and ending , 20__.
2. The Co-operative hereby grants temporary sub-occupancy rights to the sub occupying member as occupant of the Room/Apartment for a term of __ _ months commencing , 20__, and ending , 20__.
3. The sub-occupying member agrees with the Member and the Co-operative to observe all the terms of and to perform all the obligations of the member under the member's Occupancy Agreement, the Articles, By-law, Rules and Regulations and Policies of the Co-operative (insofar as they are applicable to her/him) and to pay to the Co-operative the monthly housing charge of \$ __ _ (which may be payable by the term in some units, at the discretion of the Cooperative)or such other monthly housing charge as may be payable for the Room/Apartment. A copy of the said documents are available at the Cooperative office. The housing charge set out above shall be payable by the sub occupying member directly to the Co-operative at its office monthly in advance by cheque or money order or on the first day of each term in advance, if term payments are in effect for the Room/Apartment.
4. The member agrees with the Co-operative that s/he shall remain fully liable for the payment of the housing charge and the performance of all the obligations of the sub-occupying member
5. The sub-occupying Member agrees to terminate his/her occupancy and vacate the room/Apartment at the end of term as set out above. No extension or change in the term shall be permitted without the consent in writing of the Cooperative.

6. If the Occupancy rights of the Member in the Co-operative are terminated, or if the Member resigns from membership or her/his membership rights are terminated, the term of her/his Sub-Occupancy Agreement shall be deemed to end on the day of such termination as shall the Occupancy rights of the Sub-Occupying Member. No such terminations shall relieve the Member of her/his obligations during the original term of this Agreement or so long as the Sub-Occupying Member remains in possession of the Room/Apartment.
7. The Sub-Occupying Member agrees to sign an Agreement to Terminate so that the Co-operative may regain possession at the end of the term.
8. The Sub-Occupying Member shall be placed on the top of the waiting list for a similar unit to the one that must be vacated.

Dated at _____, this _____ day of _____, 20____.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

Per.: _____

Neill-Wycik Co-operative College Inc.

Member

Sub-Occupying Member

By-law No. 35

Schedule "E"

AGREEMENT TO TERMINATE SUB-OCCUPANCY

Re: Sub-Occupancy of Room/Apartment _____

Neill-Wycik Co-operative College Inc., herein referred to as the "Co-operative", and

_____ ' herein referred to as the "sub-occupying member",
hereby agree to terminate the sub-occupancy with respect to the premises known as

_____, 96 Gerrard Street East, in the city of Toronto, on the _____, of _____
20_____

I _____, the Sub-Occupying Member, understand that I must
deliver up vacant possession and occupation of the premises on that date and that this
Agreement may be enforced by writ of possession (eviction order) if I fail to do so.

Dated at _____, this _____ day of _____, 20____.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

Per:: _____

Neill-Wycik Co-operative College Inc.

Sub-Occupying Member

By-law No. 35

Schedule "F"

NOTICE OF PROPOSED TERMINATION

TO:

UNIT:

ADDRESS: 96 Gerrard Street East
Toronto, Ontario, M5B 1G7

Take notice that it has been alleged that you have committed the following breach of the Articles, By-law, Regulations, or Resolution of the Co-operative and/or of your Occupancy Agreement:

being in violation of By-law No. 35, Article {?}, specifically; *{provide a detailed description of offence}*

And take notice that a meeting of the Board of Directors has been set for the { } day of { } { }, 200{ } at 7:00 P.M. at 96 Gerrard Street East in the twenty second floor meeting room in the Gerrard Wing in the City of Toronto at which to consider a motion to terminate your occupancy rights with respect to the above member unit. You do not have to arrive before 7:05 P.M. It is proposed that your membership and occupancy rights be terminated on the { }day of { }, 200{ }.

Be advised that you may appeal the Board's decision to the members. You do not have to vacate your unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under part V.1 of the Residential Tenancies Act, 2006.

And take notice that you may appear at such meeting and make representations prior to such a vote either personally or by agent or counselor both.

Dated this { }day of { }, 200{ }.

Neill Wycik Co-operative College, Inc.

Per: _____

Board Member/General Manager

By-Law No. 35

Schedule "G"

BOARD OF DIRECTORS EVICTION DECISION

Member::

UNIT:

ADDRESS: 96 Gerrard Street East
Toronto, Ontario, M5B 1G7

WHEREAS the Member referred to above was given Notice under the provisions of Article 9, Section 9.2 of the Co-operative and section 171.8 of the Co-operative Corporations Act (as amended by Bill 166);

AND WHEREAS the Board of Directors has determined that the following cause for termination under By-law No. 35, Article (?), section (?), specifically:

"description of offense"

AND WHEREAS the Member did/did not appear personally or by agent or counsel at this meeting,

The Board has decided that the membership and occupancy rights of the Member be terminated effective «Date».

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the Residential Tenancies Act 2006, if it applies, or else by obtaining a writ of possession from the court.

You may appeal the Board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in By-law # 35 and subsection 171.8(3) of the Co-operative Corporations Act.

The Board has also decided that the said termination shall not take effect if the Member makes the following payments or performs the following acts on or before such date:

Payment of \$ ____ and/or completion of ____ punitive Member Contribution Hours by «date».

CERTIFIED to be a true copy of a decision made by the majority of the Board of Directors of Neill Wycik Co-operative College, Inc. passed the ____ day of , 20____, at a proper meeting of the Board of Directors duly held, notice having been duly given to the Member, which decision remains in full force and effect unamended.

Board Member/General Manager

By-Law No. 35

Schedule "H"

NOTICE OF EVICTION DECISION

TO:: <<Name>>

UNIT: <<Unit>>

ADDRESS: 96 Gerrard Street East
Toronto, Ontario, M5B 1G7

Take notice that at a meeting of the Board of Directors held on the ___ day of _____ 20__, in the City of Toronto, notice of which was duly served on you or given to you, your membership and occupancy rights in the College were terminated effective on the day of , 20__.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the Residential Tenancies Act 2006, if it applies, or else by obtaining a writ of possession from the court.

You may appeal the Board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in By-law # 35 and subsection 171.8(3) of the Co-operative Corporations Act.

And take notice that you are required to vacate your premises on or before the ___ day of , 20__ .If you do not, the Co-operative will start a court proceeding against you and seek an order that you pay the legal costs of the Co-operative.

Dated this ___ day of _____ , 20__

Neill-Wycik Co-operative College, Inc.

Per: _____
Board Member/General Manager

By-Law No. 35

Schedule "I"

MEMORANDUM OF AGREEMENT- TERMINATION OF OCCUPANCY

This is an agreement between Neill-Wycik Co-operative College Inc. and the undersigned.

In this agreement, the undersigned gives formal notice that they will be vacating their Room/Apartment on the date stated below.

The agreement also outlines responsibilities which the undersigned agrees to fulfill.

PART A: Notice of Intent to Terminate Occupancy

I, the undersigned, give formal notice that I will vacate my Room/Apartment on

_____, 20__ ..

PART B: Responsibilities:

I the undersigned, understand that I will be responsible for the following and agree to fulfill these responsibilities :

1. Continued payment of the housing charges for my Room/Apartment until the date upon which I vacate my Room/Apartment, or the date specified above, whichever occurs last.
2. Payment of a fee \$ to cover the Co-operative's administrative expense in connection with this transfer of responsibility, as outlined in (1) above.
3. For leaving my Room/Apartment in a clean and orderly condition for the new occupant.

Member

Room/Apt.

Date

Neill-Wycik Co-operative College, Inc .

Per: _____

Date Received: _____

By-Law No. 35 Schedule "J"

REQUEST TO GRANT TEMPORARY SUB-OCCUPANCY RIGHTS

I/We the undersigned member(s) request permission to grant temporary sub-occupancy rights for the Room/Apartment _____, for which I/We hold the occupancy rights.

I/We understand that the granting of said temporary sub-occupancy rights in no way relieves me/us of our responsibilities of my/our Occupancy Agreement.

I/We further attest that my/our absence from residency in the Co-operative will be no longer than four (4) months, and that such absence will not extend past the period of expiration of the Occupancy Agreement mentioned herein.

I/We also agree to complete a Sub-Occupancy Agreement and to pay to the Cooperative an administration fee of \$ _____

It is also understood that if we post notices of an available sub-occupancy, that such notices will be affixed to walls by masking tape only.

It is also acknowledged that any sub-occupant must be a member of the Co-operative.

Date of commencement of temporary sub-occupancy: _____

Date of cessation of temporary sub-occupancy: _____

Member(s) Signature

Date

I hereby grant permission for the temporary sub-occupancy requested above, on behalf of Neill-Wycik Co-operative College, Inc.

Per: _____

Date: _____

By-Law No. 35

Schedule "K"

PAYMENT AND ARREARS POLICY

In the interests of ensuring prompt payment of housing charges and the other payments required under Article 3, section 3.1, and ensuring proper collection of arrears, the following policy is hereby put into effect:

Payments:

- a) Payments must be made by cheque or money order debit card, Visa or Mastercard. Cash will not be accepted for payment of occupancy charges. All deposits must be made by certified cheque or money order with the exception of fall deposits and maintenance deposits from members who are living in the Co-operative over the summer. Fall term payments from all members not resident in the summer must be by certified cheque or money order.
- b) In accordance with Article 3, section 3-.3, housing charges will be paid in the following manner:
 - i) Housing charges for rooms in four-, five- and six-person units are payable by the term, and are due on the first day of September for the fall term .. the first day of January for the winter term and the first day of May for the summer term. Payments for returning members for the months of May, June, July and August are due on the first day of each respective month.
 - ii) With the special permission of the Bookkeeper and Housing Co-ordinator, members who are employed and who have supplied the requested information regarding their employer, may pay housing charges or a room in a four-, five-or six-person unit on a monthly basis.
 - iii) Housing charges for two-person units and apartments are payable monthly, and are due on the first day of the month. For apartments, full payment will be receipted to one member only.
- c) In accordance with Article 3, section 3.5, the housing charge covering the last month of the Occupancy Agreement must always be on deposit.
- d) In accordance with Schedules "D" and "I", administrative fees for granting sub-occupancy rights and termination of occupancy are due with the appropriate notice, which is one of the two aforementioned Schedules.
- e) In accordance with Article 3, section 3.4, parking payments are payable by the term, and are due on the 15th of the preceding month.

Arrears:

- a) Arrears are any amounts owed to the Co-operative that have not been received when due. This includes, but is not limited to, housing charges, social activity fees, parking charges, and maintenance deposits.
- b) In accordance with Article 3, section 3.9, all service charges levied against the Cooperative as a result of a member's cheque being returned by a financial institution will be paid by the member. In addition, the member will be considered to be in arrears until such time as the cheque is replaced and the service charge is paid. When a member has had

two cheques returned, payments must be made by certified cheque or money order for a period of six months.

- c) Room/apartment transfers are not allowed to members in arrears unless authorized by the Board or its' designate to reduce arrears.
- d) Parking will not be granted to members in arrears.
- e) Members who have entered into a Rental Loan Agreement (attached as Schedule "L") with the Co-operative and have, to date, totally honored that agreement will not be subjected to the penalties attached to being in arrears by this by-law.
- f) Directors or members of a Committee who are in arrears will be considered to have a conflict of interest when voting on any issues of arrears policy or individual arrears cases, including evictions.

Penalties for Arrears:

In conjunction with the above listed restrictions on members in arrears and the definition of arrears, as a genuine pre-estimate of costs incurred by the Co-operative in processing late payments of charges due, the member shall pay a late payment charge according to the fee schedule and as follows:

- a) If a member is consistently late in paying housing charges they may be required to pay by certified cheque or money order.
- b) Monthly payment status may also be revoked if members pay housing charges late.
- c) A history of late payment may result in the issuance of a Schedule "F", notice to appear before the Board for possible eviction.
- d) Each September, members will be granted the opportunity to start again the beginning of the arrears process, provided they have not reached stage "C" at any time. Members' arrears history will still be considered if the member is applying for monthly payment status.
- e) Exceptions may be made to the above penalties if a member pleads special circumstances to the Bookkeeper before the payment is due and they have had a good record to date. These exceptions include, but are not limited to, OSAP delay and pay cheque delay.

Legal Action

Arrears in excess of one month's housing charge may be subject to legal action. Should this occur and the member subsequently pays the outstanding amounts, legal costs to a maximum of \$500.00 may be attributed to the member.

By-Law No. 35
Schedule "L"

RENTAL LOAN AGREEMENT

BETWEEN:

Neill-Wycik Co-operative College Inc. (The "Co-op")

-and-

"_____ (the "Prospective Member or Member")

The "Prospective Member or Member" has applied for membership in the Co-op and has been allocated unit # _____ Toronto, Ontario pursuant to the terms of the Co-op.

The "Prospective Member or Member" will, upon occupying the above unit, be in arrears in the amount of:

\$ _____

In consideration of the facts recited above the parties agree as follows:

1. The "Prospective Member or Member" acknowledges the truth of the recitals set out above, and in particular acknowledges that there will exist arrears of \$ upon her/his occupying unit # _____
2. The "Prospective Member or Member" agrees to pay the above mentioned arrears plus the required regular housing charge if applicable on the following schedule:

\$ _____ payable on or before _____

\$ _____ payable on or before _____

\$ _____ payable on or before _____

\$ _____ payable on or before _____
3. The "Prospective Member or Member" agrees not to get further into arrears.
4. The "Prospective Member or Member" agrees that failure to make any arrears payments when required may be treated by the Co-op as arrears, which may lead to termination of membership and occupancy rights (eviction).
5. The Co-op agrees that it will not treat the "Prospective Member or Member" as being in arrears as long as the "Prospective Member or Member" complies with this Agreement.

Dated: _____, 20 _____ NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

PROSPECTIVE MEMBER: _____

WITNESS: _____

Per: _____

By-Law No. 35

Schedule "M"

CONFLICT OF INTEREST POLICY

INTRODUCTION

Whenever employees or members find themselves in a conflict of interest due to financial or self interest situations, they must disclose the conflict and abstain from voting or otherwise behaving in any way that might compromise her/himself.

In the case of a conflict of interest involving an individual member of the Board of Directors, the individual must appeal to the rest of the Board of Directors for supervision. The Board of Directors will determine whether a director who has declared a conflict of interest should be required to excuse himself or herself from any discussion of the issue.

By 'conflict of interest' we mean:

i) any situation where employees/members have an interest which, if pursued, might prevent them from meeting their obligations to serve the interests of the Co-operative;

or

ii) situations where employees/members have side interests substantial enough to potentially affect their independent judgment, or the independent judgment of a typical person in their situation, in serving the interests of the Co-operative.

CONTRACTS

In awarding a contract to a person or firm, if a group makes the hiring decision, and an individual in the group is in conflict of interest, then that individual must abstain from voting during the hiring process. He may, however, participate in the discussion.

If an individual normally makes the hiring decision, and that individual is in conflict of interest, then the hiring decision must be made by her/his supervisor(s).

EMPLOYEES

Staff are expected to comply with the conflict of interest policy. Co-operative members can be employed as staff provided they are not members of the Board of Directors.

Approved by the Board of Directors on February 28, 2011.

Approved by the General Members on March 24, 2011

By-Law No. 35
Schedule "N"

SHORT TERM GUEST AGREEMENT

BETWEEN:

Neill-Wycik Co-operative College Inc.
hereinafter called the "Co-operative"

-and-

hereinafter called the "Member"

-and-

hereinafter called the "Short Term Guest"

WHEREAS the Member is the occupant of __, 96 Gerrard Street East, in the city of Toronto, (hereinafter called the "Room/Apartment"), and the Co-operative is the owner of the property, and the Member has requested permission to have a short term guest for a period no greater than thirty days, and the Co-operative has consented.

1. The Co-operative hereby grants short term guest status to the guest of the occupying member for a term of thirty (30) days commencing ,20_, and ending ____ ,20_.
2. The short-term guest agrees with the Member and the Co-operative to observe all the terms under the member's Occupancy Agreement, the Articles, By-law, Rules and Regulations and Policies of the Co-operative (insofar as they are applicable to her/him). A copy of the said documents is available at the Co-operative office.
3. The member agrees with the Co-operative that s/he shall remain fully liable for the payment of the housing charge and the performance of all the obligations of the short term guest.
4. The short-term guest agrees to terminate his/her occupancy and vacate the Room/Apartment at the end of term as set out above. No extension or change in the term shall be permitted without the consent in writing of the Co-operative.
5. If the Occupancy rights of the Member in the Co-operative are terminated, or if the Member resigns from membership or her/his membership rights are terminated, the term 'of her/his short-term guest shall be deemed to end on the day of such termination as shall the Occupancy rights of the short-term guest. No such terminations shall relieve the Member of her/his obligations during the original term of this Agreement or so long as the short-term guest remains in the Room/Apartment.
7. The short-term guest agrees to sign an Agreement to Terminate so that the Co-operative. may regain possession at the end of the term.

Dated at _____, this _____ day of ____, 20____.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

Per: _____
Neill-Wycik Co-operative College Inc.

Member

Sub-Occupying Member

**By-law 35
Schedule "0"**

**NEILL-WYCIK CO-OPERATIVE COLLEGE INC.
OCCUPANCY AGREEMENT**

BETWEEN: Name(s) _____

(Hereinafter called the "Member")

-and-

NEILL-WYCIK CO-OPERATIVE COLLEGE INCORPORATED, a non-profit
Co-operative Corporation incorporated under the laws of the Province of
Ontario,

(Hereinafter called the Co-operative)

WHEREAS:

- (a) The Co-operative is the beneficial owner of the lands and premises at 96 Gerrard Street East, Toronto (hereinafter called the "building").
- (b) The Member has applied and has been accepted as a Member and occupant of the Co-operative.
- (c) By virtue of his/her membership and occupancy in the Co-operative and this agreement, the Member is entitled to occupy as Licensee a certain Unit in the building under the terms and conditions hereinafter set out..

In consideration of the following mutual terms it is agreed:

UNIT

1. The Co-operative grants the Member the right and license to occupy _____ in the building from the day _____ of _____, 20____ (hereinafter called the "commencement date") to and including the day of _____, 20____ (Hereinafter called the "termination date") subject to earlier termination by the Co-operative if the Member ceases to be a Member or fails to observe and perform the Rules of the Co-operative governing Members' conduct and on condition that the Member observes and performs the terms of this agreement. In order to rely on the expiry date of the term, all fixed terms must be less than one year.

OCCUPANCY FEES

2. The Member shall pay an occupancy fee in the amount of \$ _____ payable as follows:
- (i) The sum of \$ _____ by the date of execution of this agreement to be credited to the last month of occupancy; and
 - (ii) The sum of \$ _____ on the 1 st day of each and every month from and including the 1 st day of _____, 20____, to and including the 1 st day of _____, 20____.

OR

The sum of \$ _____ by the date of execution of this agreement, and the sum of \$ _____, on the 1st day of _____, 20 _____ and the balance on the 1st day of _____, 20 _____.

The above occupancy fees include the Social Activity Fees of \$84/year (or equivalent of \$7/month) per authorized occupant.

3. In a shared unit, **if** more than one Member is authorized to occupy the unit, each shall be jointly and severally liable for all monies payable pursuant to this agreement.

COMMON AREAS AND FACILITIES

4. So long as the Member retains the rights and license as set out in paragraph 1 above he/she shall have the right and license to use the common lounge, washroom, dining areas, and other facilities within the Suite of which his/her Room may form a part in common with other Members occupying rooms within the same Suite, subject to paragraph 5, he/she shall have the right and license in common with other Members of the Co-operative to the use and enjoyment for their intended purposes of the common areas and facilities within the building.

PAGE 1 of 4.

USE OF NEILL-WYCIK FACILITIES

5. In this paragraph, Facilities or Facility means:

Weight Room	Billiards Room	Computer Room	Games Equipment
Photo Lab	Sewing Room	Sports Equipment	Steamer A/V
Steamer Room	Boxing Aerobics	Barbecues	TV/DVD Cart
Woodshop	Basketball	Music Room	
Any other Facility that may come into place			

The Member agrees, in relation to the Facilities that he/she:

• On his/her own behalf and on behalf of his/her heirs, executors, administrators and assigns, releases and holds harmless Neill-Wycik, its Board members, officers, employees and agents' from any liability of any kind resulting from any acts or omissions in relation to the facilities, whether negligent or not, which may cause injury to the Member, his/her guest(s), or any other person allowed into the facility by the Member ..

- will abide by the posted rules and time limits in each of the Facilities.
 - will sign in and out at the front desk (except for common areas, indicated above as "C") for use of all Facilities
 - will return key immediately after use, or indicate at the front desk if they have passed the key onto someone else immediately after using the Facilities, otherwise they will continue to be responsible for the Facility.
 - will not reveal any combinations on doors and will be responsible for any actions caused by other persons using Facilities that have been entered into with the assistance of the Member
 - will keep the door to the Facility closed at all times
 - will leave the Facilities in a clean and orderly state
 - will check that the Equipment is in safe operating order before and after using the Equipment
 - will report any damage to Neill-Wycik As Soon As Discovered
- is 100% responsible for any damage to the Equipment or Facility while signed out under Member's name, except for failure due to manufacturer's defect
- will not remove or add to the Facilities, Equipment (e.g. computers) without approval from the Facility Manager
- will not tamper with the Equipment in the Facilities
 - will have Neill-Wycik Identification available for presentation upon request in the Facility.
 - will abide by the above rules and regulations and to any future additions to the rules and regulations that may be put into effect by the Facility Managers. The Member agrees to check all postings in the Facilities for information that may directly or indirectly affect the Member's use of the Facilities. These postings may include new rules and regulations.

'including the Facility Co-ordinator, Facility Manager, Social Activity Committee, Leaders and Assistants.

The Member agrees to be oriented to these Facilities and the Member will make an appointment for orientation with the Facility Manager or designated person prior to using the following Facilities:

Woodwork Shop, Photo Lab, Sewing Room, , Computer Room, Steamer A/V Equipment

The Member agrees to follow the operating instructions of the Facilities given by the Manager and to consult any documentation in the room if the Member is in doubt. The Member agrees not to tamper with any Facilities and that failure to abide by these rules and regulations may result in temporary or permanent suspension of use of one or all Facilities, termination of occupancy and membership, and/or financial responsibility for any damages as per Neill-Wycik's policies.

The Member understands that the consequences of continued problems in the Facilities may include the temporary or permanent closure of these Facilities. With this in mind, the Member agrees to help the Facility Managers to determine the cause of any problem(s) by reporting problems, both accidental and malicious, to Neill-Wycik Security.

The Member will follow the special procedures for the following:

COMPUTER ROOM	The Member will not reveal his/her password or allow anyone else to use the computer under his/her password. The Member will not tamper with the software or hardware and will not install, copy, delete or change anything on the computers.
BARBECUES	The Member will not use glass, bottles, metal cutlery, porcelain, pots or pans onto the decks - only paper and plastic items. The Member will clean the deck and barbecue immediately and take full responsibility for being the only person to turn on and off the gas valve
SEWING ROOM	The Member will not use glass, bottles, metal cutlery, porcelain, pots or pans onto the decks - only paper and plastic items. The Member will clean the deck and barbecue immediately and take full responsibility for being the only person to turn on and off the gas valve
AV CART	The Member will not use the AV for personal use, the Member will only use it in common areas and will not remove the VCR and TV from the cart
WEIGHT ROOM	The Member will indicate at the desk if the Member has passed the key to another Member. The

Member will not exercise without shoes and will only exercise with the weights and equipment the Member is comfortable with and can control. The Member has no health problem that makes it dangerous for him/her to use the equipment and takes full responsibility for any injury he/she may experience.

OVER HOLDING

6. It is agreed that if the Member remains in occupation or possession of the premises after his/her membership and occupancy rights have been terminated; without written agreement to the contrary, he/she shall do so as a Licensee at the will of the Co-operative, and all of the terms and conditions of this agreement so far as applicable, shall remain in effect, and a fee of double the monthly rate of occupancy fee hereunder, shall be payable by him/her in advance on the first day of each and every month. The license may be terminated upon two days written notice given by either the Co-operative or the Licensee and a per diem adjustment in the fee shall be made by the Co-operative.

PREMISES FOR RESIDENTIAL PURPOSES ONLY

7. The Member shall occupy the unit covered by this agreement only as a private dwelling for himself/herself and for no other purposes.

MEMBER'S OBLIGATIONS

8. The Member shall not permit or suffer anything to be done or kept in the building which will obstruct or interfere with the rights of other occupants. The Member will not behave in any fashion that will unreasonably interfere with the enjoyment of other occupants or will annoy them by unreasonable noise or otherwise, nor will he/she commit or permit any nuisance on the premises or commit or suffer any illegal act to be committed thereon. The Member shall comply with all of the requirements of the Health Authorities and of all other governmental authorities with respect to the said premises.

PAGE 2 of 4

No Assigning without the consent of the Co-operative

9. The member shall not assign his/her rights under this agreement not to rent the Unit nor any part thereof to anyone else. The Member shall not allow anyone else to live in the unit without prior permission of the Co-op. This includes guests.

Termination

10. If the member desires to terminate this agreement before the termination date, he/she must give two months' notice from the first of the Month and pay a fee to cover the Co-operatives' administration costs, in accordance with a fee schedule.

Alterations-Maintenance

11. The member may not make any alterations or improvements to the unit or do any redecoration or repainting of the unit without the written consent of the Co-operative. The member will not allow any refuse, garbage or other objectionable material to accumulate in or about his/her unit, and will at all times, maintain his/her unit in a clean, tidy, condition and the Member shall, upon termination of his/her occupancy ensure the unit is clean for the next occupant.

Repairs/ Cleanliness

12. The Member(s) occupying a room / unit, shall be responsible for maintaining the housekeeping and good repair of their unit, pursuant to the guidance provided in Schedule "C": if the member(s) is/are unable to perform the maintenance required as provided for in Schedule "C" the member(s) must report the required repairs to maintenance: the occupying member(s) shall be held financially responsible (except for normal wear and tear), for the cost of all repairs, and in the case of negligence the labour costs as well.

Utilities

13. It is understood, and agreed that the Co-operative will provide electricity, heat, and hot water as part of this agreement, and for the Occupancy Fee referred to above.

Access

14. The Co-operative retains the right to erect, use and maintain pipes and conduits in and throughout the Unit and the right to enter the Unit in case of emergency and as provided in the By-laws of the Co-operative, and to enter by its maintenance department or its exterminators for the purpose of pest control, and to enter for the purpose of room checks, and to enter and make such repairs, alterations or improvement, or do such decorating work as the Co-operative may deem necessary or desirable, and for a period of thirty days prior to the termination of this agreement to enter for the purpose of exhibiting the Unit to prospective Members. The occupancy fees shall not abate while the said entries continue unless the Member Unit is rendered unfit for habitation. During such entry the Co-operative shall take reasonable care of the member's property. The co-op retains the right to conduct annual inspections of the member unit, and common areas. Members will be given at least 48 hours' notice.

Insurance

15. The co-operative shall provide such insurance, as it deems necessary on the building and equipment. The member shall be responsible for purchasing any fire or extended coverage or other insurance that he/she may desire on his/her own goods and furnishing in his/her Unit, and any liability insurance he/she may desire.

Rules, Regulations, Policies

16. The Member covenants and agrees that he/she will preserve and promote the principals on which the Co-operative has been founded and that he/she, his/her family, servants, employees, agents, visitors, licensees will abide by its Charter and By-laws and rules, regulations, policies, and decisions adopted by the Board of Directors of the Co-operative, and its committees. It is the policy of the Co-operative to post such policies and decisions in a prominent location within the building, and to make the documents mentioned herein available for inspection by Members of the Co-operative. However, it shall be the Member's responsibility to determine the policies relevant to his/her conduct and ignorance of any such policies or any failure to post such policies or decisions shall be deemed not to be sufficient excuse for a breach thereof.

Service to the Co-operative

17. Each member shall, unless excused by the Board, give a minimum of at least the number of hours of service per month to the Co-operative as determined by the Board of Directors (other than maintenance responsibilities relating to his/her Apartment and /or Unit).

Default By Member And Effect Thereof

18. If a Member defaults in carrying out the terms of this agreement or his/her duties under the Charter or By-laws of the Co-operative, his/her membership in the Co-operative may be terminated by a Resolution passed in accordance with

the By-laws at a meeting of the Board of Directors. The member must be given ten days prior written notice of the meeting of the Board of Directors at which it is proposed to consider such a Resolution, and notice shall set forth the grounds for termination. The member shall have an opportunity to appear, either personally or by agent or by counsel, to make submissions at the meeting of the Board of Directors. The

termination of membership and of this agreement shall take effect on the date specified by the Board of Directors in its Resolution, which date shall not be less than ten days after the hearing, and on that date, the Member's rights and duties under this agreement (except duties with respect to past defaults) shall cease and vacant possession shall be given to the College. Occupancy fees paid shall be adjusted on a per diem basis to the date of actual delivery of possession, provided that if the Member remains in possession after the date specified, an amount equal to twice the daily rate of occupancy fees hereunder shall fall due daily during such possession.

The failure on the part of the Co-operative to avail itself of any remedies given under this agreement shall not waive or destroy the rights of the Co-operative to avail itself of such remedies for similar, continuing or other breaches on the part of the Member.

LIABILITY FOR DAMAGE OR LOSS

19. The Co-operative shall not be liable for any damage to property entrusted to employees of the Co-operative or loss of any property by theft or otherwise. The Co-operative shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas electricity, water or any substance which may leak from any part of the said building or from the pipes, appliances or plumbing works of the same or from the street or subsurface or from any other place or by dampness. The Member agrees to indemnify the Co-operative and save it harmless from any and all liability to person or property arising from injury occasioned wholly or in part by any act or omission of the Member or of his/her family, guest, servants or agents.

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DAMAGE BY FIRE

20. In the event of loss or damage by fire or other casualty to the unit, the Co-operative shall determine whether or not to restore the damaged premises. The Co-operative will within thirty days after such fire or other cause give the Member a notice in writing of such decision. If under such circumstances the Co-operative determines to restore the premises Occupancy Fees shall abate from the date of the damage wholly or partially as determined by the Co-operative until the premises have been restored. If, on the other hand, the Cooperative determines not to restore the premises, the Occupancy Fees shall cease from the date of such damage. No penalties shall accrue for reasonable delay, which may arise by reason of adjustment of fire insurance on the part of the Co-operative and/or Member and for reasonable delay on account of labour troubles or any other cause beyond the Co-operative's control with respect to the restoration of the said premises.

NO ABATEMENT

21. It is agreed that there shall be no diminution or abatement of the Occupancy Fees or any other compensation for inconvenience or discomfort of curtailment of any of the various services herein agreed to be furnished by the Co-operative arising from the making of repairs or improvements to the building or its appliances, nor for any space taken to comply with law, ordinance or order of a government authority, or if such interruptions or curtailment shall be due to accident or inability or difficulty in security supplies or labour for maintenance of such service or to any other cause whatsoever other than the negligence of the Co-operative. No such interruption or curtailment of any such service shall be deemed a constructive eviction. The Co-operative shall not be required to furnish and the Member shall not be entitled to receive any of such service during the period when the Member shall be in default in respect to the payment of the occupancy fees.

NOTICES

22. Wherever the provisions of law or the By-laws of the Co-operative or this agreement require notice to be given by either party hereto, such notice may be in writing given personally or left at the Unit of the Member or attached to its door, or given by the Member to the Co-operative by prepaid mail addressed to the Co-operative office, and the time when the document was delivered or left at the Unit or one day following the date of mailing shall be deemed to be the time of the giving of such notice.

MEMBER'S LIABILITY FOR EXPENSES

23. If the Member shall default in the performance of any covenant in any article of this agreement, the Co-operative may without notice, perform the same for the account of the Member. Or should this agreement be terminated by reason of the default in the performance by the Member of any covenant herein contained, the Member shall be liable for and shall pay to the Co-operative as liquidated damages, all expenses incurred by the Co-operative arising from such default and including but not limited to the following:
- (a) All legal fees as between a solicitor and his/her own client for instituting, prosecuting or defending any action or proceeding arising out of or connected with any default by a Member hereunder, or taken in order to gain possession the case of over holding or in the case of termination under this agreement;
 - (b) The cost of preparing the dwelling unit for a new occupant.
 - (c) Any losses sustained by the Co-operative by reason of commitments with respect to any Unit which was not duly vacated pursuant to the terms of this agreement.

ORAL REPRESENTATIONS NOT BINDING

24. The Co-operative and the Member shall be bound by the Charter, By-laws, rules, regulations, policies and decisions of the Cooperative and no representation other than those contained in this agreement shall be of any force or effect to change, modify or discharge this agreement in whole or in part. If there is any conflict between this agreement and the Charter or By-laws of the Cooperative for the time being in force, then the Charter and By-laws shall have precedence and this agreement shall be deemed to be amended insofar as is necessary to give effect to the Charter and By-laws. Where more than one Member executes this agreement the obligation of such Members hereunder shall be joint and several.

In WITNESS WHEREOF Neill-Wycik Co-operative College Incorporated has caused this agreement to be signed by a person duly authorized in that behalf, and the Member has executed this agreement this _____ day of _____, 20 _____

SIGNED, SEALED, AND DELIVERED

Signed, Sealed, and Delivered

in the presence of:

Phone number _____

.

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

PER _____

MEMBER _____

MEMBER _____

Acknowledgement of Pet & Hours Policy

Initial Below

I acknowledge that a requirement of living in a student housing co-operative is the completion of two (2) volunteer hours per month, in a manner approved by the Board.
Per By-Law #35, Article 3.2

I acknowledge that I am aware of Neill-Wycik's pet policy, which does not allow pets in multi-units- particularly cats. I understand that I **will** be required to remove any pet that does not meet the requirements of the policy.
Per By-Law #35, Article 5.2, Schedule "B" Rules and Regulations

EMERGENCY CONTACT:

Name: _____

Address: _____

Phone: _____

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By-Law No. 35 Schedule "P"

PARTICIPATION POLICY

INTRODUCTION

A student-housing co-operative is affordable because members give their time in different ways. Without this valuable resource many of the amenities that Neill-Wycik Co-operative has to offer might cease to exist; for instance, the work of the Social Activity Committee and the facilities it supports is entirely dependent on volunteers.

For this reason each member of Neill-Wycik Co-operative has an obligation, as stated in the Occupancy Agreement (Schedule 'O'), to provide a minimum of two Member Contribution Hours per month of residence. Members who do not honour their obligation shift the burden to other members and create more work for the Board and management. In fairness to the members who do participate, a system of progressive consequences exists to address the non-participation of members.

PENALTIES

When a member does not complete their Member Contribution Program hours for a given month, they are sent a letter requesting their presence at the Member Relations Committee meeting for the following month. The committee reviews submissions from members regarding non-completion and assigns penalty hours to be completed by a deadline. These hours are usually completed through the maintenance department.

If the hours are not completed by the assigned deadline, an automatic fine of \$15.00 per penalty hour is assigned with a deadline for payment. If payment is not received by the assigned deadline, this information is forwarded to the Board and the member is invited to make submissions to the Board regarding non-completion. The Board may assign additional hours with a further deadline and possible fine.

By-law No. 37

Housing charge payment and arrears by-law

Passed by the Board
of Directors on .

Confirmed by the
Members on .

Article 1: Purpose of this by-law

This by-law sets out the co-op's rules about

- how members pay their housing charges, and
- how the co-op collects arrears.

Article 2: Priority of this by-law

This by-law takes the place of or amends all previous by-laws or decisions that deal with housing charge payment and arrears collection. The co-op is not required to follow the procedures stated in this by-law before taking proceedings under the Occupancy By-law, such as issuing a Notice to Appear, going to court for eviction proceedings or suing for arrears.

Article 3: Housing charge payments

3.1 In accordance with the *Co-operative Corporations Act* and the co-op's Occupancy By-law, housing charges include all amounts that the co-op charges to members.

3.2 Housing charges are due each month before 6:00 pm on the first business day of the month. If the first day of the month is a Saturday, Sunday or statutory holiday; housing charges are due before 6pm on the first working day of the month.

3.3 Members can pay by

- cheque
- money order
- *interac*, or
- made by credit card in the co-op office

Members who pay by cheque are encouraged to submit post-dated cheques.

The co-op does not accept cash payments.

3.4 Members must deliver their housing charge payment to the co-op office. Payments may be:

- deposited in the co-op office mail box
- delivered to the co-op's office in person, or
- made by *interac* in the co-op office.
- made by *credit card* in the co-op office

Article 4: Late payments and late charges

4.1 Payments not received by 6:00pm on the first business day of the month will be considered late.

4.2 Failed payments are considered to be any payments given by Pre-Authorized Debit or Credit Cards and are subject to a Late Charge that must be paid. A Late Charge (Fee) as shown in the Neill-Wycik Schedule of Fees as attached to this By-Law will be applied to your credit card and / or debit card (depending on which you use. If it declines two times in a row, the PAC (Pre-Authorized Charge) will be cancelled immediately. Pre-authorized Charges are done automatically therefore if you decide to pay in person during the month, it is your responsibility to inform the office to avoid duplicate payments. It is your responsibility to notify the office of any changes with your credit card and or debit card on file including expired, cancelled or lost credit card and / or Debit Card.

4.3 The Manager will send a late payment letter to each member who did not pay their housing charge or arrange an arrears payment agreement acceptable to the co-op by 6:00pm on the first business day of the month. The General Manager will send the late payment letter by the end of the first week of the month.

4.4 The General Manager will send a Notice to Appear at a co-op board meeting to each member who still has not paid their housing charge in full or has not arranged an arrears payment agreement acceptable to the co-op **at least ten (10) days prior to the last Board meeting of the month.** Persons authorized to sign a Notice to Appear are

the General Manager, his/her designate and any staff or director who has signing authority.

- 4.5 Members who do not pay their housing charge by 6:00pm on the first day of the month and have not arranged an arrears payment agreement that is acceptable to the co-op will be charged a late fee as shown in the Neill-Wycik Schedule of Fees as attached to this By-Law.
- 4.6 Members who do not pay their late payment charges will be considered in arrears.
- 4.7 Late payment of housing charges three times within a year will be considered to be **chronic late payment**. The General Manager will send a Notice to Appear at a co-op board meeting to members who make **chronic late payments**. Persons authorized to sign a Notice to Appear are the manager, his/her designate and any staff or director who has signing authority.
- 4.8 If for legitimate reasons of financial hardship, a member cannot pay their housing charge by 6:00 pm on the first day of the month, the member must let the Manager know *before* the first day of the month. The Manager will decide if the reasons are legitimate. In that case, an arrears payment agreement that sets out how the member will pay the arrears may be approved as set out in Article 5 of this by-law.

Article 5: Arrears payment agreements

- 5.1 The Manager has the authority to approve the first request from a member for an arrears payment agreement made within a year as long as the agreement provides for full payment within 60 days, or prior to the end of the member' Lease whichever is shorter.
- 5.2 Approval by the board of directors is required for any additional requests from a member for an arrears payment agreement made within a year and for an arrears payment agreement where full payment will not be made within 60 days.

- 5.3 Generally, the co-op will not approve more than one arrears payment agreement for a member in any twelve (12) month period.
- 5.4 If the member does not make the payments set out in their arrears payment agreement, the General Manager will send them a Notice to Appear at a co-op board meeting. Persons authorized to sign a Notice to Appear are the General Manager, or Director who has signing authority.

Article 6: Returned cheques

- 6.1 If the co-op's credit union returns a member's housing charge cheque to the co-op marked NSF (not sufficient funds), Stop Payment or Account Closed, the member must replace it within two days of being notified by the co-op.
- 6.2 The member will be charged \$ 25.00 for returned cheques. Members who do not pay the fee will be considered in arrears.
- 6.3 If the member does not replace the returned cheque within two days of being notified, the manager may send them a Notice to Appear at a co-op board meeting.
- 6.4 If a member has two cheques returned within a year, they must pay future housing charges by certified cheque or money order or *interac*. This will apply for a period of one year, or any twelve (12) month period. The co-op will not accept payment in any other form.

Article 7: Reporting

- 7.1 Each month, the Manager will prepare an arrears report for review by the board of directors. The Manager will also report generally about compliance with this By-law.

7.2 The form of the reports will be approved by the board of directors. The current form of the reports is set out in Schedule A.

Article 8: Members who move out in arrears

8.1 The co-op will take all reasonable steps to collect arrears from members who have moved out of the co-op.

8.2 These steps may include:

- sending a registered letter with a summary of the amount owing to the former member's last known address.
- placing the account with a collection agency.
- informing the municipality's centralized waiting list of the arrears
- taking legal action through the courts to collect the arrears.

8.3 When a member moves out of a unit in the co-op owing arrears (including any legal costs), until the arrears are paid the member.

- is not eligible to be considered for membership in the co-op
- may not occupy or reside in another unit in the co-op as part of another member's household.
- may not stay in any other unit in the co-op as a long-term guest.

Article 9: Directors in arrears

9.1 If Directors are in arrears, it

- undermines the co-op's governance
- weakens the co-op's financial management, and
- sends the wrong message to members of the co-op and government.

- 9.2 Directors must not owe any money to the co-op other than future payments for their member deposit. A director must have a signed payment agreement for these payments.
- 9.3 If a director is in arrears, the co-op will give the director written notice of this. The director will have 14 calendar days after the notice is given to pay the arrears in full. The director will automatically cease to be a director at the end of the 14 days if they have not paid the arrears in full, whether or not a repayment or performance agreement has been signed.

Housing charge payment and arrears by-law

CERTIFIED to be a true copy of By-law No. 37 of Neill-Wycik Co-operative College Inc., passed by the Board of Directors at a meeting held on _____ and confirmed by a two-thirds vote at a meeting of members held on _____.

Schedule A

Arrears report

Date: January 25, 2009

Current member arrears

	Code	90 days ago	60 days ago	30 days ago	Jan. 25	Arrears payment agreement	Comments
1	J	\$2,367	\$2,367	\$3,117	\$2,367	yes	Notice to appear/default
2	B	\$1,920	\$1,920	\$1,920	\$1,720	yes	following agreement
3	S	\$500	\$400	\$300	\$300	yes	following agreement
4	N	\$230	\$0	\$95	\$0	no	paid in full
5	V	\$0	\$0	\$0	\$15	no	underpayment
6	P	\$0	\$0	\$705	\$0	no	paid in full
7	O	\$0	\$0	\$0	\$1,022	yes	first payment due February 1
8	X	\$0	\$0	\$0	\$97	no	no response to letter
Subtotal		\$5,017	\$4,687	\$6,137	\$5,521		

Moved out members arrears

	Unit	90 days ago	60 days ago	30 days ago	Sept. 5	Arrears payment agreement	Comments
1	202	\$245	\$245	\$245	\$245	yes	first payment due February 1
2	404	\$523	\$423	\$323	\$223	yes	paying \$100 each month
3	309	\$4,297	\$4,297	\$4,297	\$4,297	no	sent to collections
Subtotal		\$5,065	\$4,965	\$4,865	\$4,765		

Total arrears \$10,082 \$9,652 \$11,002 \$10,286

The financial section of the manager's report to the board will include

- the number of late payments made during the reporting period
- the number of cheques returned to the co-op marked NSF during the reporting period
- the number of Notices to Appear issued to members during the reporting period who had not paid their housing charge in full or made arrangements by the fifth day of the month
- the number of Notices to Appear issued to members during the reporting period because they make chronic late payments
- the number of payment agreements the manager approved in accordance with this By-law during the reporting period
- the number of members the manager had to advise during the reporting period to make all future payments by certified cheque or money order or *interac* because they have had two cheques returned to the co-op marked NSF within a year.

Amendment to Article 3.2 approved by at least two-thirds of the votes cast at a General Meeting of the Members on November 21, 2016

Amendment to Article 3.3 approved by at least two-thirds of the votes cast at a General Meeting of the Members on November 21, 2016

Amendment to Article 3.4 approved by at least two-thirds of the votes cast at a General Meeting of the Members on November 21, 2016

Addition to Article 4 by the addition of Article 4.2 Failed Payments, was approved by at least two-thirds of the votes cast at the General Meeting of the Members on November 21, 2016

Amendment to Article 4.5 by the addition of New Language, was approved by at least two-thirds of the votes cast at the General Meeting of the Members on November 21, 2016

Addition of the "Approved Schedule of Fees" as referenced in 4.5 to the final page of this Bylaw, was approved by at least two-thirds of the votes cast at the General Meeting of the Members on November 21, 2016

Neill-Wycik Fee Schedule:

The following fees are applicable effective October 2016

Lockout	\$5
SAC Fee	\$7 or \$84/yr
Regular MCP hours	\$30
NSF Cheque	\$25
Late Payment	\$25
Late Signing (Occupancy Agreement)	\$25
Cancellations/Lease Breaking	\$50
A/C Summer Surcharge	\$40/season
A/C Platform build & install	\$50
A/C Platform re-install same unit type	\$25
A/C In Room A/C Rental Unit (Gerrard Wing)	\$90/season
Fire Equipment Tampering	\$1,200
Maintenance Deposit	\$350
Member Car Parking (subject to availability)	\$75 /Month
Motorcycle Parking (subject to availability)	\$20 /Month
E-Bike Parking (subject to availability)	\$15 /Semester
Bicycle (Bike Cage)	\$5 /Semester
Key Deposit (for Bike Cage only)	\$10
Bicycle (Rack in Lower Level Garage)	\$5 /Semester
Damage Charges as listed	



NEILL-WYCIK CO-OPERATIVE COLLEGE INCORPORATED {PRIVATE}

Workplace Anti-Violence, Harassment and Sexual Harassment By-law

BY-LAW NO. 38

BE IT ENACTED as a by-law of NEILL-WYCIK CO-OPERATIVE COLLEGE INC. (the "Co-operative") that By-law 36 and all other by-laws relating to Workplace Violence and Harassment are hereby repealed in their entirety and the following substituted therefore:

A by-law dealing with preventing and responding
to violence, harassment, and sexual harassment in the workplace

X

X

President (please print and sign)

Date (please print the date mo/day/yr)

By Law Approved by the Directors at a Board Meeting held on October 24th 2016

By Law passed by members at the AGM by a 2/3rds majority on November 21st 2016



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1.0 Intent of by-law

Neill-Wycik Co-op is committed to building and preserving for its employees a safe, productive, and healthy working environment based on mutual respect. In pursuit of this goal, Neill-Wycik Co-op does not condone and will not tolerate acts of violence, harassment, or bullying against or by any Neill-Wycik Co-op employee.

Our Workplace Anti-violence, Harassment, and Sexual Harassment By-law is not meant to stop free speech or to interfere with everyday interactions. However, what one person finds inoffensive, others may not. Usually, harassment can be easily distinguished from normal, mutually acceptable socializing. It is important to remember that it is the perception of the receiver that determines whether the potentially offensive message is acceptable or not, be it spoken, gestural, pictorial, or some other form of communication which may be deemed objectionable or unwelcome.

2.0 Definitions

2.1 Workplace violence: workplace violence is the exercise, statement, or behaviour of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, such as:

- Physical acts
- Any threat, behaviour, or action which is interpreted to carry the potential to harm or endanger the safety of others; or
- Disruptive behaviour that is not appropriate to the work environment.

2.2 Domestic violence: a person who has a personal relationship with a worker—such as a spouse or former spouse, current or former intimate partner or a family member—may physically harm, or attempt or threaten to physically harm, that worker at work. In these situations, domestic violence is considered workplace violence.

2.3 Personal harassment: any unsolicited, unwelcome, disrespectful, or offensive behaviour that has an underlying sexual, bigoted, ethnic, or racial connotation and can be typified as:

- Behaviour that is hostile in nature, or intends to degrade an individual based on personal attributes, including age, race, nationality, disability, family status, religion, gender, sexual orientation, gender identity, gender expression, or any other protected ground under human rights legislation.
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- Reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- Unwelcome, suggestive or offensive remarks, jokes, innuendos, propositions;
- Unwelcome language related to gender;
- Displaying of pornographic or sexist pictures or materials;
- Leering (suggestive persistent staring);
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault;
- Any actions that create a hostile, intimidating, or offensive workplace; and
- Any threats of physical violence that endanger the health and safety of the employee.



2.4 Racial/ethnic harassment: any conduct or comment which causes humiliation to an employee because of their racial or ethnic background, their colour, place of birth, citizenship, or ancestry. Examples of conduct which may be racial or ethnic harassment include:

- Unwelcome remarks, jokes, or innuendos about a person's racial or ethnic origin;
- Displaying racist or derogatory pictures or other offensive material;
- Insulting gestures or practical jokes based on racial or ethnic grounds; and
- Refusing to speak to or work with someone or treating someone differently because of their ethnic or racial background.

The following definitions are taken from the [Occupational Health and Safety Act](#):

2.5 Workplace Harassment –

(a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or

(b) workplace sexual harassment.

2.6 Workplace Sexual Harassment –

(a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

(b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

3.0 Guidelines

It is a violation of the Workplace Anti-violence, Harassment, and Sexual Harassment By-law of Neill-Wycik Co-op for anyone to knowingly make a false complaint of violence or harassment or to provide false information about a complaint. Individuals who violate this By-law are subject to disciplinary and corrective action, up to and including termination of employment.

This By-law prohibits reprisals against individuals acting in good faith who report incidents of workplace violence or act as witnesses. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence. Reprisal is defined as any act of retaliation, either direct or indirect.

Neill-Wycik Co-op will ensure that all employees are trained and educated on violence and harassment and that they are clear about their roles and responsibilities, as well as this By-law, the corresponding program, and all workplace procedures. In addition, a copy of this By-law will be made available to all employees.

Neill-Wycik Co-op will, in consultation with the Joint Health and Safety Committee, develop a written program to implement this By-law.



4.0 Application of this By-law

This By-law applies to all individuals working for the organization, including front-line employees, temporary employees, contract service providers, contractors, all supervisory personnel, managers, officers, and directors. The organization will not tolerate violence or harassment, whether engaged in by fellow employees, managers, officers, directors, or contract service providers of the organization.

Neill-Wycik Co-op will not tolerate any form of harassment or discrimination against job candidates and employees on any grounds listed in the definitions for violence and harassment, whether during the hiring process or during employment. This commitment applies to such areas as training, performance assessment, promotions, transfers, layoffs, remuneration, and all other employment practices and working conditions.

All Neill-Wycik Co-op employees are personally accountable and responsible for enforcing this By-law and must make every effort to prevent discrimination or harassing behaviour and to intervene immediately if they observe a problem or if a problem is reported to them.

For the purposes of this By-law, harassment and bullying can occur:

- At the workplace;
- At employment-related social functions;
- In the course of work assignments outside the workplace;
- During work-related travel;
- Over the telephone, if the conversation is work-related; or
- Elsewhere, if the person is there as a result of work-related responsibilities or a work-related relationship.

5.0 Violence Risk Assessment

Neill-Wycik Co-op will conduct a risk assessment of the work environment to identify any issues related to potential violence that may affect the operation, and will institute measures to control any identified risks to employee safety. This information will be provided to the joint health and safety committee or safety representative.

The risk assessment may include review of records and reports: e.g., security reports, employee incident reports, staff perception surveys, health and safety inspection reports, first aid records, or other related records. Specific areas that may contribute to risk of violence may include, but are not limited to, contact with the public, exchange of money, receiving doors, and working alone or at night. Research may also include a review of similar workplaces with respect to their history of violence.

Neill-Wycik Co-op will communicate information relating to a person with a history of violence where:

- Workers may reasonably be expected to come into contact with the person in the performance of their job duties; and
- There is a potential risk of workplace violence as a result of interactions with the person with a history of violence.

The co-op will only disclose personal information that is deemed reasonably necessary to protect the worker from physical harm.



6.0 Reporting and Investigating Violence

If you are either directly affected by or witness to any violence, harassment or sexual harassment in the workplace, it is imperative that the incident be reported without delay. Reporting any violence or potentially violent situations should be done immediately to security staff, or management.

The co-op shall:

- Investigate all reported acts and incidents of violence, harassment and sexual harassment and consult with other parties (e.g., legal counsel, health and safety consultants, JHSCs, employee assistance provider, human rights office, local police services).
- Take all reasonable measures to eliminate or mitigate risks identified by the incident.
- Document the incident, its investigation, and corrective action taken.
- Submit a report of the incident to the Ministry of Labour where an employee incurs a lost time injury as a result of violence in the workplace.
- Review this By-law and hazard assessment annually, or as changes to job responsibilities or environments occur, and revise the assessment as needed.
- Review annually, in conjunction with review of the hazard assessment, the effectiveness of actions taken to minimize or eliminate workplace violence, harassment and sexual harassment and make improvements to procedures, as required.

The joint health and safety committees will:

- Review the Workplace Violence Hazard Assessment results and provide recommendations to management to reduce or eliminate the risk of violence.
- Review all reports forwarded to the JHSC regarding workplace violence and other incident reports as appropriate pertaining to incidents of workplace violence that result in personal injury or threat of personal injury, property damage, or police involvement.
- Recommend corrective measures for the improvement of the health and safety of workers.
- Respond to employee concerns related to workplace violence and communicate these to management.

In addition, JHSCs may participate in the investigation of reported incidents that result in personal injury or have the potential to result in injury.

6.1 Seeking Immediate Assistance

Canada's *Criminal Code* addresses violent acts, threats, and behaviours, such as stalking. The police should be contacted immediately when an act of violence has occurred in the workplace or when someone in the workplace is threatened with violence. If an employee feels threatened by a co-worker, volunteer, contractor, student, vendor, visitor, client, or customer, an immediate call to "911" is required.

6.2 The Right to Refuse Unsafe Work

The right to refuse unsafe work is a legal right of every worker provided by the *Occupational Health and Safety Act*. Neill-Wycik Co-op is committed to ensuring a safe workplace. .



6.3 Special Circumstances

Should an employee have a legal court order (e.g., a restraining order, or “no-contact” order) against another individual, the employee is encouraged to notify his or her supervisor, and to supply a copy of that order to the General Manager or his/her designate. This will be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee at Neill-Wycik Co-op, in direct violation of the court order, so that Neill-Wycik Co-op may take all reasonable actions to protect the employee. Such information shall be kept confidential and protected in accordance with all applicable legislation.

If any visitor to the Neill-Wycik Co-op workplace is seen with a weapon (or is known to possess one), or makes a verbal threat or assault against an employee or another individual, employee witnesses are required to immediately contact the police, emergency response services, their immediate supervisor, and the General Manager or her/his designate.

All records of harassment and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

In cases where criminal proceedings are forthcoming, Neill-Wycik Co-op will assist police agencies, lawyers, insurance companies, and courts to the fullest extent.

6.4 Fraudulent or Malicious Complaints

This Anti-violence, Harassment, and Sexual Harassment By-law must never be used to bring fraudulent or malicious complaints against employees. It is important to realize that unfounded or frivolous allegations of personal harassment may cause both the accused person and the co-op significant damage. If it is determined by the co-op that any employee has knowingly made false statements regarding an allegation of personal harassment, immediate disciplinary action will be taken.

6.5 Disciplinary Measures

If it is determined by the co-op that any employee has been involved in a violent behaviour, unacceptable conduct, or harassment of another employee, immediate disciplinary action will be taken. Such disciplinary action may involve counselling, a formal warning, or dismissal.

7.0 Privacy

Neill-Wycik Co-op will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully. Neill-Wycik Co-op will protect this privacy so long as doing so remains consistent with the enforcement of this By-law and adherence to the law. Neither the name of the person reporting the facts nor the circumstances surrounding them will be disclosed to anyone whatsoever, unless such disclosure is necessary for an investigation or disciplinary action. Any disciplinary action will be determined by the co-op and will be proportional to the seriousness of the behaviour concerned.

Neill-Wycik Co-op will also provide appropriate assistance to any employee who is the victim of violence, discrimination, or harassment.

7.1 Managing and Coaching

Counselling, performance appraisal, work assignment, and the implementation of disciplinary actions are not forms of harassment, and this By-law does not restrict a manager's or supervisor's responsibilities in these areas.

7.2 By-law Review

As required by the *Occupational Health and Safety Act* Neill-Wycik Co-op will review this By-law annually and will post the By-law in a conspicuous place in the workplace.,



SEPTEMBER 24, 2018

SAC GOVERNANCE MANUAL

APPROVED COPY

SOCIAL ACTIVITY COMMITTEE
NEILL-WYCIK CO-OPERATIVE COLLEGE INC
96 Gerrard Street East, Toronto, On, M5B 1G7



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Our Vision is...

To provide our members with basic lifestyle facilities, events and educational programs that will encourage them to remain at Neill-Wycik for the entire time they live here.

Our Mission is...

- 1. To understand the basic lifestyle needs of our Co-op members.**
- 2. To continually provide our membership with the facilities, events and social & educational programs that will contribute to the community and increase their commitment to Neill-Wycik.**

The Purpose of this Document:

This document is to establish operating policies and processes that will ensure SAC runs as an effective operating committee of the board. SAC will be able to function effectively with a minimum amount of direction from either the board or management. However, if an occasion arises the Board can override the committee.

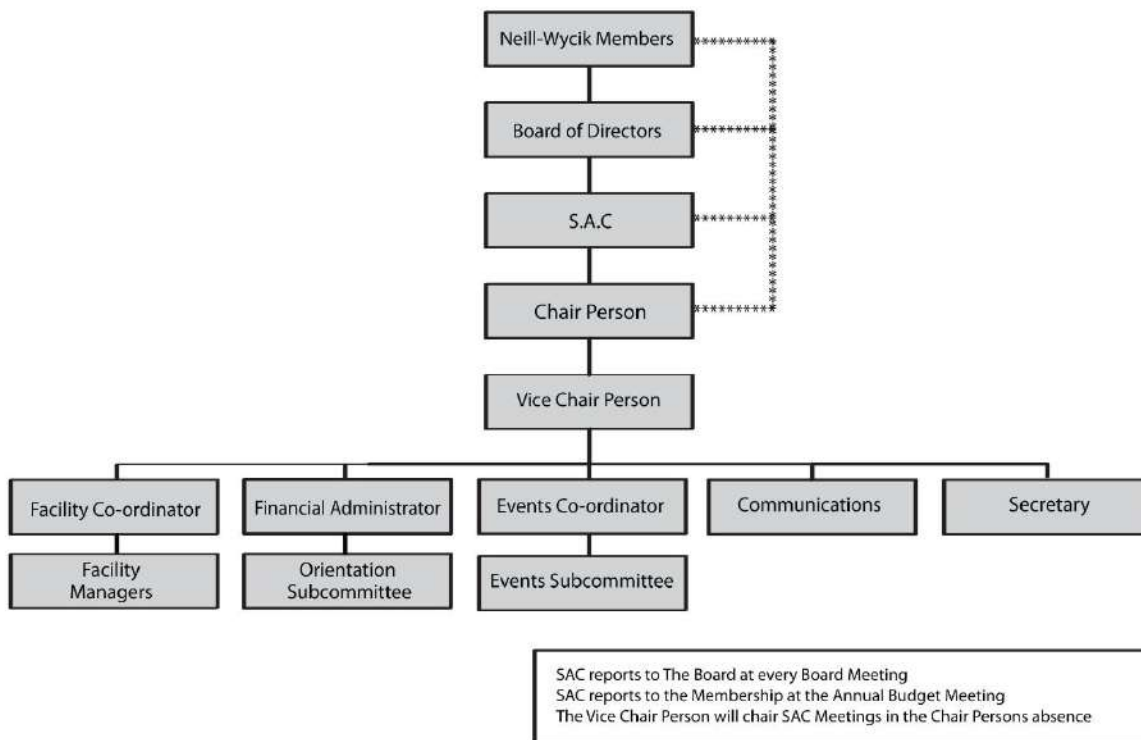
Introduction The social activity committee (SAC) is a committee of the Board of Directors charged with the responsibility of administering the co-op's lifestyle facilities, social and educational events.

SAC is chaired by the Vice President of the Board who is solely responsible for all communications between SAC and the board of directors.

SAC fees will be collected monthly with rental payments. If rent is paid by term, SAC fees will be collected by the term (4 month periods). These funds are used for the development of social activities and maintenance of facilities within the co-op.

SAC's management committee provides the board of directors with a yearly operating budget and recommendations for constant improvement of our builds social amenities.

Neill-Wycik Social Activity Committee Structure



Definitions

Governance The dictionary defines governance simply as: "a method or system of government or management."

Exigent circumstances means a situation or circumstance that requires immediate action.

As a committee member at Neill-Wycik, you are responsible for governing and operating Neill-Wycik's social activities and facilities. Your obligation is that of providing and insuring that a mission and vision for Neill-Wycik are established and maintained.

As a committee member you will spend most of your time engaged in the development of strategic plans for the co-op. You will not be required to become involved in the day-to-day operational processes of the co-op.

As a committee member you will also commit to updating this Governance Manual on an ongoing basis.

I. MANDATE

The Social Activity Committee (SAC) had been created to liaise with individual members, facility managers, clubs and committees and external agencies and from them, solicit and obtain assistance in the organization of community development projects.

The Social Activity Committee is standing committee of the Board of Directors and reports directly to them.

All permanent correspondence of the SAC will be on file in the Committee Office.

II. MEMBERSHIP

a) The SAC executive will meet twice a month and can have emergency meeting when the need arises.

b) The maximum number of members will be nine, including one person who shall be a member of the Board of Directors appointed to the SAC for the purpose of representing the Board and reporting on activities of the committee to the Board. The committee will elect an Administrator, Events Coordinator, Facilities Coordinator, Communications Coordinator, Secretary, one Community Assistant (CA) liaison and 2 additional general committee members shall be elected. Quorum is 50% of current sitting committee membership, which is not be less than 3 members, dependent on the total committee. The Executive shall consist of the Chair, Events Coordinator, Facilities Coordinator, Administrator and Secretary:

c) To become a SAC member, an individual who is a member in good standing of the co-operative must attend three consecutive meetings, submit a letter of intent to the chair and then be approved by a majority vote at a meeting of the SAC which has obtained quorum. The SAC reserves the right to waive the three meeting requirement depending on the circumstances. Following this, the Board of Directors must ratify the vote before the member is officially a SAC member.

d) Individuals lose SAC membership if they miss three consecutive meetings without due notification or if the member misses 25% of SAC meetings in a year which shall be evaluated at the discretion of the Chair. If SAC members fail to comply with duties and responsibilities found in this governance, the member can and may be removed at the discretion of SAC or the Board of Directors.

e) Dismissal of Committee Members - The failure of a Facility Manager to follow guidelines as described in this document can result in the dismissal/removal of Committee Members or Facility Managers by either the SAC or the Board of Directors. In order for a member to be removed at the committee level discussion will occur at a SAC meeting and then a first warning letter shall be issued from the Committee outlining that the individuals' performance is being questioned. Pursuant to this, a second letter shall be issued stating that the dismissal is impending. Further to this, the dismissal shall then occur. The SAC does have the ability to over-ride the above process if necessary. Regardless, the SAC Member shall be notified in writing of their dismissal.

iii. The Role of Every Committee Member:

- Always voice your opinion whether you are for or against any item/issue being discussed
- Always follow the Speaker's list maintained by the Chair, or Communications Officer.
- Never discuss issues brought up to or by someone at the Committee with people outside the Committee. The Chair will inform the Board during the SAC Report.
- Confidentiality of all Committee Proceedings must be maintained at all times. Especially important to matters deemed Confidential or Sensitive.
- Always give regrets if you cannot attend a meeting, Email the Communications Officer or any member of SAC.
- Endeavour to always show up on time for the meeting.
- Respect both the Decision(s) of the Chair, and Committee and never give dissenting opinion outside of the Meeting Environment.
- Endeavour to offer solutions to problems rather than just the problem wherever, and whenever possible during the Committee meeting,

iv. Executive

The Social Activity Committee Executive consists of the chairperson, the administrator, the Events Coordinator, the Facilities Coordinator, the Communications Coordinator and the secretary, the CA liaison and 2 general committee members. Each of these positions is made up of a single individual selected from and by the committee members.

(1) Role of the CHAIRPERSON

Duties:

- Give a report to the Social Activity Committee as to any feedback the Board has made as a result of any SAC Report given to the Board
- Always support the Committee's' Decision in the Board Room - there is always ample time and opportunity to present any dissenting opinion on any matter discussed by the Social Activity Committee during the meeting where the issue(s) are discussed prior to any decision being made.
- Chair all meetings where there is no Conflict of Interest for the Chair
- When and if a Conflict of Interest arises - follow By Law 34 Article 3.1 "Procedures When There Is a Conflict of Interest"
- Ensure that when unable to chair meetings notify the Committee in advance of the meeting, and a Chair for the evening can be appointed by the Committee.
- Draft all Meeting Agendas three days prior to the Meeting, and ensure the Communications Officer has been given a copy to post in a timely manner.
- Ensure the Communications Officer has received a complete copy of the SAC information package three days prior to the meeting for a timely delivery to the Front desk for SAC members to sign for and receive. Especially important during the Budgeting Period, and all meetings with a long Agenda.
- Ensure a "Speaker's List" is maintained throughout all Social Activity meetings.
- Ensure meetings run on time wherever, and whenever possible - even if it means postponing certain Agenda items until another Social Activity meeting is held.
- Should any extraordinary circumstances arrive that require the Board and or General

Manager to be apprised of. The first line of Communication will always be to the President of The Board, and the SAC Communications officer will be apprised of this as soon as time permits.

- **Exigency:** The Chair shall exercise discretionary powers on behalf of the Committee in the event of exigent circumstances. Subsequent to which the Chair will report to the Committee at the earliest opportunity the decision.

(2) Role of the Financial Administrator

Duties:

- To meet in between Regular Committee meetings with the Financial Administrator of Neill-Wycik Co-operative College Inc., and review the all the accounts of the Social Activity Committee.
- Prepare and give at least a monthly financial report to The Social Activity Committee outlining any issues such as accounting errors, and Budget Targets. It should be generally understood that circumstances may require more frequent reporting. Such circumstances could be annual budgetary planning of the Committee.
- Ensure a copy of the Report is submitted either to the Chair, of Communications Officer **3** days prior to the Scheduled Social Activity Committee meeting.

(3) Role of the Facility Coordinator

Duties:

- Schedule and hold Quarterly Meetings with all Facility managers to address concerns put forward by the Social Activity Committee, Facility Co-ordinator, and Facility Managers
- Recruit, train and motivate facility managers so that operating plans, budgets and facility improvements reflect the best interests of our membership
- Provide Facility Managers with quarterly updates on their accounts, and to be prepared to provide information when requested
- Meet with individual Facility Managers on an AD Hoc basis to address issues brought forward by either the Facility Manager, the Social Activity Committee, or the Facility Co-ordinator to ensure the smooth operation of the Facility.
Conduct random walkthroughs of each facility for issues of cleanliness, and to ensure all equipment necessary to operate the Facility is generally in good working order.
- Report such deficiencies, issues, or General good condition of the Facility to the Facility Coordinator, and the Social Activity Committee. Reporting to a Facility Manager that everything looks fine, and “Good Job.” will go a long way to building trust, and cooperation. The Facility Coordinator is responsible for providing the Administrator with the facilities budget requirements in preparation for the upcoming year's budget plan
- To keep a master list of all inventory in the facilities and develop plans for future replacement.
- To ensure that all policies pertaining to facilities are strictly followed. (Facility User Agreement, Facility Managers Agreement, Facility Abuse Policy, etc.)
- To be that arbitrator in incidences where the facilities abuse policy is implemented
- To ensure that each facility host an orientation event for new members and each facility will host events annually designed to encourage member participation in the facility

(4) Role of the Communications Officer:

Duties:

- To ensure the timely posting of Meeting Agendas.
- To ensure all written communications are reviewed, and delivered in a timely manner.
- To keep a record of all such communications in a file, and bring them to every meeting of the Committee.
- To have maintain a schedule of meetings, and events in a SAC Calendar shared with all Committee members where they have access to the Calendar. (Useful for scheduling Committee Events like Outings, or Appreciation Dinners.) When we agree on a time and date for such an event add it to the Calendar during the meeting, and send out the invitations.
- Email SAC Announce three days prior to the meeting to remind Committee members of the Time, Date, and location of the meeting
- To conduct member opinion surveys as needed or directed by the committee
- To contribute to the Neill-Wycik newsletter updating members with the upcoming events sponsored by SAC
- To provide members with forms/applications for submission to SAC funding
- To co-ordinate and prepare the newsletter

(5) EVENTS CO-ORDINATOR

Duties:

- To liaise with Members and or Community Assistants to ensure the following:
 - They have completed the Events Proposal Form Prior to presenting their proposal
 - They have planned to request Security Presence where necessary (Alcohol based events, etc.)
- Ensure that for Food based events our Food supplier has been utilized where possible. (e.g. pre planning for summer, and fall B.B.Q events)
- That all posters have been reviewed and meet the SAC poster policy prior to being posted. Even though C.A's review their own postings a copy should still go to the Events Coordinator prior to being posted.
- Give monthly written reports to the Social Activity Committee as to the success, deficiencies, or other relevant information as to how the event(s) for the month have unfolded.
- To co-ordinate and chair the 'orientations committee', which is responsible for planning and implementing co-op familiarization events in September and January. There are no orientation events scheduled for May due to the small number of new members moving into the building
- To co-ordinate and chair the Events Committee, which is responsible for planning and implementing regular monthly events throughout the year
- Primary author of the yearly SAC events calendar. This will include a list of potential events that will reflect the diverse needs of our members. The scheduling of these events, times and dates will be supervised and approved by the Events Coordinator

- To provide members with timely information regarding upcoming events and how they can participate in such events
- To assist special interest groups with the development of event/facility proposals. The events Coordinator will ensure the completeness of all proposals before presenting them to the committee for consideration
- To act as a planning resource in co-operation with the CA liaison and members and to ensure that these events are delivered in a timely effective manner
- To ensure that all policies pertaining to events are strictly followed (alcohol policy, room user agreement, etc.)

(6) SECRETARY

Duties:

- To ensure meeting place is booked with security and to obtain key to that room prior to meeting
- Takes minutes and ensures the maintenance of all written records of the committee including minutes, letters, other documents etc.
- Ensures timely distribution of minutes and other pertinent documents to the committee
- To organize and facilitate the operations of the Committee Office

(7) CA LIAISON

- To act as the information conduit between SAC, the membership and the CA's
- To provide CA's with information about upcoming SAC events and the potential MCP hour contributions available through SAC
- To ensure activity and event boards are up to date

(8) GENERAL COMMITTEE MEMBERS

- To attend all meetings and actively participate in discussions
- To provide input in meeting the needs of the members of Neill-Wycik
- To be prepared to temporarily occupy other SAC positions as required

(9) FACILITY MANAGERS

Duties:

As outlined in each Facility Manager's Agreement, Appendixes 1 - 16 No Facility Manager may operate two (2) different facilities at the discretion of the SAC.

(10) Orientation Committee

- This an Ad Hock committee which reports to SAC
- Shall consist of interested members who help plan and execute the Orientation Events
- Orientation sessions will be hosted by SAC Orientation Committee members in conjunction with CA's, the CDC and housing

- Orientation sessions shall focus on what a Co-op is, what the SAC is, the facilities we offer, promote and gain feedback for future events, offer information about the MCP program, how to get your hours completed, what your CA is, the responsibilities of a co-op member etc.
- The Committee shall plan and host all orientation events (ex. Steamer party, Pub Nights, BBQs, dinners, movie nights etc.)
- Attend all Orientation Committee meetings

(11) Events Committee

- This a standing Committee which reports to SAC.
- Shall consist of at least one representative from floors 2 thru 8 (7 members) and 1 member for floors 9 & 10, 11 & 12, 13 & 14, 15 & 16, 17 & 18, 19 & 20, 21 & 22 (7 people)
- Members be selected from the floors
- The Events Committee shall meet once per month where events will be planned and carried out by involved committee members both on floors and building wide
- These members shall work in conjunction with the CA's
- Members shall be required to attend one meeting per month to plan events.
- Acts to encourage social interaction on the floors

IV. FINANCES

A SPENDING AUTHORITY:

The SAC administers the social activity fees collected by the co-op.

i) Budgeted Items

The SAC will approve all budgeted items. All expenditures over \$2,000.00 will be approved by the Board of Directors.

ii) Unbudgeted Items

The SAC will approve all unbudgeted items not exceeding \$3,000. All other Capital Expense, Facility upgrades will be approved by SAC and subject to approval by the Board of Directors.

iii) Reserve Fund

All reserve fund expenditures over \$3,000.00 will be reviewed by SAC and subject to approval by the Board of Directors.

V. CDC Contingency Spending:

The Community Development Coordinator will have a contingency fund for discretionary spending of \$150.00. When this discretionary spending is used all documentation is to be provided to the SAC Financial Administrator.

B BUDGET GUIDELINES:

- i) The social activity fund expenditures will not exceed social activity fee revenues in a given year.
- ii) The SAC will provide financial statements to the Board of Directors on a regular basis as well as present the appropriate reports at general meetings.
- iii) If a facilities operating budget is not completely used as of the end of the budget year, the unused funds will go directly into SAC Reserves. The capital expenditure budget shall be spent by the end of the budget year, if not the funds shall remain in reserves.
- iv) SAC will follow all the established corporate budgeting timetable and procedures.
- v) Ten per cent (10%) of SAC revenues will go to the Social Activity Reserve Fund.

C FUND ACQUISITION

- i) All funds for the facilities governed by the Social Activity Committee will come from the social activity budget. In the case where an activity or facility generates any inflow of cash it will be given to the committee to be deposited in to that facility or activities account that generated the fund.

iii) Equipment Selling Policy

- a. A facility manager wanting to sell a piece of equipment from their facility must first approach the SAC. An outline must be handed to the SAC answering the following questions: -what facility is involved -what they want to sell -why they want to sell it -what is its replacement value -how much do they want to sell it for.
- b. The SAC will set a minimum selling price. No equipment will be sold below this range without the SAC authorizing the sale.
- c. All equipment sold must be advertised first in Neill-Wycik to inform members of its availability
- d. This advertising ensures all members have a fair and equal chance to purchase the used equipment.
- e. All funds raised from the selling of the equipment must be turned over to the SAC. A report will include the selling price and name of the purchaser. The SAC Administrator will ensure the proper account is credited.

D LARGE PURCHASE ITEMS GUIDELINES:

For purchases over \$150, a proposal must be submitted to the SAC at least 48 hours before a meeting. Included in this proposal should be three quotes from suppliers. Out of these three, one supplier should be recommended to SAC.

How to pick the best supplier:

Does the supplier have the best:

- product price (not necessarily the lowest bid),
- warranty,
- delivery
- service, etc.

With this information, SAC can then decide on the most appropriate supplier.

E REIMBURSEMENT OF FUNDS-CHEQUE REQUISITION:

STEP 1

An Expense Report shall be provided to the designated person upon approval of spending (*See Appendix 8*). On this sheet record:

- i) What has been purchased? If more than one item has been purchased, a breakdown of these items needs to be listed.
- ii) If funds were not received in advance, indicate what account the money is being taken out of. If unsure, ask the Administrator.
- iii) To whom the cheque is being made to, unit number or address it is being sent to.
- iv) Print your name and sign expense report where indicated.

STEP 2

If the cheque is needed for a specific date, indicate this on the expense report. Expense reports should be submitted one week in advance.

STEP 3

Attach all receipts to expense report and submit to the Administrator or Accounts Payable staff person. Receipts must be originals. If you have any cash remaining you must hand in this cash to the Accounts Payable person within 3 days after hosting the event or making the purchase.

NOTE If you have been advanced funds, do not spend more unless you have received committee approval.

S.A.C. Cash / Cheque Advance Policy

Cash / Cheque advances are issued to Facility Managers for the purpose of purchasing items for S.A.C. facilities and to Members of S.A.C. or CAs to cover expenses related to clubs, committees and /or events.

It is important to note that any advances not cleared within 60 days of the date of issue may be subject to collection by means of a member account charge.

S.A.C. Facility Expenses

Cash / Cheque advances for facility expenses are to be limited to Facility Managers who are unable to pay in advance for S.A.C. approved facility purchases. All advances must be authorized by a S.A.C. motion at a duly called meeting. All advances require the submission of receipts within 60 days of the advance.

PROCEDURE

- Once S.A.C. has approved the cash / cheque advance by a motion, notice will be forwarded to Accounts Payable for processing. Once the cheque has been signed / cash is ready for pickup, Accounts Payable will contact the member by email or telephone to arrange pickup. Advance cheques / cash cannot be released without signing the "Advance Money Agreement" form. The cheque / cash will be accompanied by the "S.A.C. Expense Report" form to be used later to report all expenses incurred. Cheque / Cash will be issued within four (4) business days.
- Upon completion of the purchase(s), return any remaining funds along with any related receipts to Accounts Payable. Complete the S.A.C. Expense Report form, attach all receipts to the back of the form and return the form to the office within 60 days of the advance. Receipts must be from recognized businesses.
- Amounts in excess of the approved amount of the cash / cheque advance cannot be reimbursed without a further motion from S.A.C.

CA Club / Committee Expenses and Event Expenses

Cash / Cheque advances for CA Clubs or Committees and / or approved events are to be limited to CAs / Event Organizers who are unable to pay in advance for S.A.C. approved purchases. All advances must be authorized by a S.A.C. motion at a duly called meeting. All advances require the submission of receipts within 60 days of the advance.

PROCEDURE

- Once S.A.C. has approved the cash / cheque advance by a motion, notice will be forwarded to Accounts Payable for processing. Once the cheque has been signed / cash is ready for pickup, Accounts Payable will contact the member by email or telephone to arrange pickup. Advance cheques / cash cannot be released without signing the "Advance Money Agreement" form. The cheque / cash will be accompanied by the "S.A.C. Expense Report" form to be used later to report all expenses incurred. Cheque / Cash will be issued within four (4) business days.
- Upon completion of the purchase(s), return any remaining funds along with any related receipts to Accounts Payable. Complete the S.A.C. Expense Report form, attach all receipts to the back of the form and return the form to the office within 60 days of the advance. Receipts must be from recognized businesses.
- Amounts in excess of the approved amount of the cash / cheque advance cannot be reimbursed without a further motion from S.A.C.

EXPENSE REPORT (SAC Advance Cheque)

EXPENSE REPORT (SAC Advance Cheque)

Please staple or tape receipts on the back of this form

Total Cost _____

Total HST _____

Amount of Cheque received: \$ _____

LESS: Total cost of event: \$ _____

Unused funds amount: \$ _____

Returned Unused Funds: \$ _____

Print Name: _____

Signature: _____

Date: _____

ADVANCE MONEY AGREEMENT (SAC)

TO: _____

UNIT: _____

CHQ#: _____

AMOUNT _____

EVENT\EXPENSE: _____

EVENTDATE: _____

NOTES:

1. An expense report MUST be returned no later than ONE WEEK after your event\function. This expense report will include all receipts as well as any left over monies.
2. Expenditures that have no receipt will NOT be reimbursed. (i.e.: you will have to pay this out of your pocket).
3. All receipts should have a date and a short description of what the item is.
4. You may not spend more money that allocated on the cheque given to you - you will not be reimbursed for the money spent above the amount on the cheque.
5. The money you receive is for your event ONLY. If your event is cancelled or you do not spend all of it, you cannot give it to someone else for another event.
IT MUST BE GIVEN BACK TO THE OFFICE.
6. Expense receipt form must be completed before submitting to the office.
7. Advance monetary funding must meet the requirements according to Neill-Wycik By-Law 34, Schedule "A" Article 4.

SIGNATURE OF RECEPIENT: _____

PRINT NAME OF RECEPIENT _____

DATE: _____

v. FACILITIES POLICIES

A FACILITIES-BRIEF DESCRIPTION AND OPERATION

The Neill Wycik Facilities are under the operation of and funded by the Social Activity Committee. These facilities include:

▪ Games Room	▪ Computer Room
▪ Games Closet Inventory	▪ Hanke Lounge
▪ Music Room	▪ Makers Space
▪ Gardens	▪ Sewing Room
▪ Gym Facility	▪ Steamer and AV System
▪ TV Room	▪ Woodshop

Facility Managers and Co-Facility Managers man most of these facilities. Facility Managers are members in good standing who volunteer their time to maintain a facility and orient new member to the proper use of that facility. A current listing of the Facility Managers can be obtained from the Facility Co-ordinator or from the Main Office. Most facilities require an orientation in order to be used. Orientations may be obtained from Facility Managers. This ensures no one gets hurt while using the facility and helps control proper usage of the facility. Some facilities may require prospective users to have certain skills due to the nature of the activities involved. The Facility Managers shall determine such prerequisites and require members to attend orientation or instructional sessions before being admitted to a facility.

B INTENDED USE:

Neill-Wycik Facilities are governed by the Social Activity Committee and are available for recreational and educational purposes.

Utilizing the facilities to operate a personal business is prohibited.

C. COMMON FACILITIES

Room bookings for parties or events **MUST** be done through Security at the front desk. **A member may under no circumstances book a facility for non-co-op uses without the prior consent of the SAC.**

Policies as set under the Room User Agreement must be observed. If two or more people wish to book/reserve these facilities, the member who has booked the facility first will have priority to use the facility. Members cannot book/reserve the Steamer for an event until she/he has left a cash deposit, or cheque and filled out the Room Use Agreement. Room Use Agreement forms can be obtained from the front desk/security.

The granting of approval to use the Hanke or the cafe for specific limited access events must be obtained from either the General Manager, Community Development Co-ordinator or Security Supervisor.

i) HANKE LOUNGE & TV Lounge

The Cafe is not available during the hotel season for SAC events without agreement from the Hotel Operations Manager.

ii) STEAMER

Can be booked out for parties involving loud music until 2:00 am. If alcohol is present, Alcohol Policy and Room Use Agreement (refer to Appendix 4, part 2 of the alcohol policy for this policy). All steamer events involving alcohol and requiring security must be booked at least 96 hours in advance of the event.

Can be booked out for parties involving food and music until 2:00am. Parties or even involving alcohol must have a Special Occasions Permit that is to be displayed in the room.

D. FACILITY CLEANING/DAMAGES

i) Room Bookings

The policies set under the Room Use Agreement are to be followed. Security will inspect facilities where room bookings occur prior to and following any event. This will ensure the room(s) is/are left undamaged and kept at an acceptable level of cleanliness. This will be recorded on the Room Use Agreement that is to be supplied by the room user. If rooms are found damaged and unclean then Security will instruct the user to pay for the damages done or to re-clean the room(s) to the acceptable standard by a set time. Failure to do so will result in the loss of the deposit and/or suspension from the use of the facility for six months and possible Board of Directors review.

ii) General Use

It is the member's responsibility to ensure that the facility is left clean and undamaged after use. If the facility is found unclean or damaged immediately prior to use then it is the member's responsibility to inform security who will in turn memo the Facility Manager and Facility Co-ordinator. Members also take full responsibility for their guests. The Facility Manager will bring to SAC's attention any member found to have misused any facility.

The Hanke and cafe are deemed to be common used facilities and therefore will be open to the use of all members at all times. From time to time both the cafe and Hanke lounge may be required for special events where in access to the facility will be limited for a specific period of time.

E. FACILITY ABUSE POLICY

This policy recognizes that sometimes mistakes are made and that the committee should have a certain amount of latitude in dealing with problems. It also recognizes that a single abuser can inconvenience a larger number of members and that sometimes more stringent measures must be considered.

1. KEYS

a) If a member fails to return a key in reasonable or proper time, this act will be made known to the Facility Co-ordinator, who will then send a warning letter to the offender. The letter will state the recognition of the offense and that further infractions will lead to a possible suspension from the facility.

b) Should subsequent infractions occur, the members will be subject to the following suspensions: 2nd infraction: suspension from facility for 1 month 3rd infraction: suspension from all facilities for 6 months 4th infraction: permanent suspension for all facilities

c) In the case of suspension privileges where a common facility such as the Steamer, roof decks or Cafe may contain equipment which otherwise requires approval from a facility manager, use of that facility shall not be denied to the suspended member provided that the member:

1. Not operate the restricted equipment,
2. Not initiate the use of that facility,
3. Not be otherwise excluded from the facility.

d) If a second infraction should occur with a facility other than the one subject to the original warning, the suspension shall apply to both facilities.

e) A member will under no circumstance be permitted to use any facility from which she/he has been suspended from, regardless of who has signed out the key.

f) Any member found to have signed out a key on behalf of a suspended member shall be subject to the same penalty suffered by the suspended member.

g) When the suspension has expired, the member must sign a new User's agreement and receive approval for access from the Facility Manager.

h) In the event that a member loses a facility key, the member must pay for the cost of replacement.

ii) DAMAGE AND ABUSE

Facility Abuse includes equipment or room damage, abusive behavior that impinges on the enjoyment or safety of the facility by others, disorderly conduct etc.

- i) **Any damage or abuse should be reported to Security and or the Facility Manger immediately.**
- ii) Security or the Facility Manager will notify the Facility Co-ordinator of the occurrence. The Facility Manager does have the authority to temporarily suspend a member if they are deemed to be abusing the facility or their privileges. In doing so, the Facility Manager must immediately notify the Facility Co-ordinator. The notification of suspension shall be given in writing and shall be delivered to the member by Security. The suspension shall then be addressed at the next SAC meeting.
- iii) The Facility Co-ordinator in conjunction with the Facility Manager will decide on the appropriate penalty for the infraction. The Facility Co-ordinator will act as arbiter in any meeting between the Facility Manager, and member who has incurred the infraction.
- iv) Any person with a second infraction will be required to appear before SAC to decide a suitable penalty and explain any mitigating circumstances that the committee may not be aware.

FACILITY MANAGERS AGREEMENT

1. Facility Managers must make members aware of the facilities, location, hours of operation and rules and regulations within the facilities
2. Any damage or abuse must be reported to the Facility Co-ordinator. In case of theft, a report should be made to Security immediately upon discovery
3. Facility Managers must promote facilities usage through advertisements, facility and written monthly contributions submitted to the co-op's newsletter.
4. The Facility Manager must host at least one orientation session for interested members per month. As part of this orientation process the Facility Manager may select someone to facilitate the training sessions. The Facility Manager may at his/her discretion determine whether new orientation sessions may be required due to the introduction of new members
5. As a Facility Manager you will be expected to submit a yearly operating budget no later than November 15 of each year. As part of this operating plan, recommendations for capital equipment expansion.
6. Facility Managers must attend the monthly facility managers meeting and provide updates, information about upcoming events or discuss any problems you may be experiencing. If the Facility Manager fails to notify the Facility Co-ordinator of not being able to attend a meeting for three times, they will be required to be called before the Social Activity Committee for a review of their performance.
7. All rules and regulations pertaining to the facility must be posted within the facility where members can easily view them. Facility Managers must make themselves available for members who need to contact them. Either a room number or a phone number is required to be on the facility manager's list, however it is preferred that both are available.
8. Facility Managers are encouraged to promote their facilities by hosting at least six events throughout the year, where applicable.
9. There may be occasions where a facility needs major repair. If the Manager cannot volunteer the time to complete the task or does not have the skills, s/he must obtain three quotes for the work. Before external quotes are obtained, maintenance must have indicated they cannot perform the work in a reasonable amount of time. The General Manager and Facilities Co-ordinator will short list all requests for quotation. The SAC will give final approval.
10. Managers must be familiar with the policies and procedures that govern the Social Activity Committee.

11. Managers are responsible for keys to their facility. Do not give the key to anyone. The key must be returned to the Facility Co-ordinator immediately upon the termination of this contract. If the key is lost, it may result in a charge. Loss of a key must be immediately reported to the Facility Co-ordinator, who will then issue a new one. Repeated losses will require the member to attend before the Social Activity Committee.
12. Closure of facilities must be reported to the Facility Co-ordinator. If a facility should be closed for an extended period of time, the matter must be brought to the attention of SAC.
13. Facility Managers are volunteer positions and their work will be recognized in the Member Contribution Program.
14. The Facility Manager agrees to abide by the above rules and regulations and any others that may be put into effect by the SAC or the Board of Directors.
15. This contract is valid for one year. Two weeks prior to contract expiration the Facility Manager must submit in writing a re-application for review. Should a Facility Manager position become open that position shall be advertised building wide and all interested parties are expected to submit an application or attend a SAC meeting to show their intent. If at any time the undersigned is found not to be fulfilling his/her duties, SAC has the right to remove the member from the position.

In case of an emergency with a facility, the Facility Co-ordinator will make decisions on behalf of SAC.

SAC Event Proposal Form

Name: _____ Room: _____ Cell Ph. _____

Name: _____ Room: _____ Cell Ph. _____

Name: _____ Room: _____ Cell Ph. _____

Name: _____ Room: _____ Cell Ph. _____

Description of Event:

Proposed Date(s) of Event: __Ongoing Event Immediately following the Steamer held on the Friday Evening Immediately prior to the event. _____

Budget for Events (use as much detail as possible):

Hours for volunteers, security etc.

Will any facilities be required? _____

Are you oriented for these facilities (if necessary)?

Yes

No

Note: if alcohol is involved, the event can only be held in the Hanke Lounge or Steamer and the cost of security and licensed servers must be included in the budget.

Are additional members required to assist in the event (describe the manner of assistance)?: Security; Volunteers for Bar tending, and Members to help clean up after the event. Security may choose to volunteer their time if they wish to do so as their Member contribution hours “if they so choose”. _____

Any other information:

Now that you have a proposal, you’re ready to present it to SAC. Bring this form to the SAC meeting and present your proposal (you can get a friend to bring it to SAC if you can’t make it).

The following is to be filled out at the SAC Meeting:

Date Presented to SAC Members: _____

Event Proposal:

Approved

Rejected

Motions Pertaining to Event Proposal: _____

How to Organize a Neill-Wycik Event

This is only for building-wide, one-time, non-alcoholic events. If you want to organize a club/committee or throw a floor dinner, your C.A. has separate forms that can help you with that. If you feel really ambitious and want to throw a Steamer Party contact SAC at x6006 and get the “Steamer Package” which outlines everything you need to do.

What to do:

1. Talk your idea over with your C.A. They will be able to help you figure out what the requirements of your event might be. Also, they might know if members have tried something like this in the past and if there might be some problems. If you can't find your C.A. - contact another C.A., or Melissa Zentner in the Office
2. You've got an idea of what you need for your event. Now it's time to get some funding. The Social Activity Committee (SAC) budgets a lot for building events. Bring this form (all filled out) to a SAC meeting – the 1st and 3rd Sunday of the month.
3. Now you've got some cash, time to spend it. Just remember to keep all receipts (even for taxis if your club needs one). Also, you should book any needed Facilities with Security ~2 weeks ahead of time. If you need a Facility Orientation, tell SAC while you are at the meeting and they can help you out.
4. Remember to put up posters at least 10 days before the event. If you have the details arranged in time, contact the Newsletter and advertise your event in there.
5. Have fun at the event. Remember to put everything back once you are done and to keep a list of members who are getting their hours.
6. Got money left over? You have to give it back to the Office, along with all the receipts. SAC will give you a date to return all of this stuff (usually 1-2 weeks after your event). Also, now would be a good time to get a C.A. to put in the MCP hours of all the people who contributed (or you can give the list to SAC).

Appendixes 1 – 16

Facility Manager Agreements

- 1) Computer Lab
- 2) Games Room
- 3) Gym
- 4) Sewing Room
- 5) Steamer
- 6) Roof Decks
- 7) Wood Shop
- 8) Coffee Club
- 9) Barbeques
- 10) Gardens
- 11) Music Room
- 12) Makers' Space
- 13) Hanke Lounge / TV Lounge
- 14) Bike Cage

Social Activity Committee Volunteer Agreement – Computer Lab Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Computer Lab Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the Facility Coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the equipment in the facility (i.e. delete user files, update software regularly etc.)
- Check and change toner and drum supplies, and return empties to the manufacturer.
- Ensure the cleanliness of the facility and its equipment.
 - Ensure the floors are cleaned once a month
 - Clean equipment regularly
- Provide facility orientation to members upon request
- Answer members' facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included on it.

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Provide orientations for members upon request.
- Answer members' facility related questions
- Ensure the cleanliness and functionality of the facility and its equipment.
 - Ensure the floors are cleaned once a month
 - Clean equipment regularly
- Conduct proactive inspection of the facility and its equipment, discuss/report necessary repairs with Facility Manager.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role

- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as

Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.

- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Date_____

Social Activity Committee Volunteer Agreement – Games Room Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details - Games Room Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the facility coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the Games Room, its equipment, and any pieces required for use of said equipment
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors are vacuumed once a month
 - Clean equipment regularly
- Solicit feedback from members for items/games in the room.
- Answer members' facility related questions
- Promote the facility with a SAC approved poster with your facility email included on it

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Answer members' facility related questions
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors are vacuumed once a month
 - Clean equipment regularly
- Conduct proactive inspection of the facility and its equipment, and report necessary repairs to your Facility Manager.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you have the opportunity to ask questions and get feedback

- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as

Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.

- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Gym Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Gym Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the Facility Coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the equipment in the facility
 - Check for broken cables, pulleys, machinery
 - Inspect and tighten dumbbells as necessary
 - Ensure proper functionality of cardio equipment, scheduling repairs as needed
 - Lubricate machinery as necessary
- Ensure the cleanliness of the facility and its equipment:
 - Ensure floors are cleaned once a week
 - Ensure all hard surfaces that are susceptible to sweat/perspiration are disinfected once a week
 - Put away any left-out equipment
- Answer members' fitness and facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
 - Answer members' fitness and facility related questions
 - Ensure the cleanliness of the facility and its equipment:
 - Ensure floors are cleaned once a week
 - Ensure all hard surfaces that are susceptible to sweat/perspiration are disinfected once a week
 - Put away any left-out equipment
 - Conduct proactive inspection of the facility and its equipment, discuss/report necessary repairs with Facility Manager
 - **What you can expect when volunteering for the Social Activity Committee**
-

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role

- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as

Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.

- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Sewing Room Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Sewing Room Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the Facility Coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the Sewing Room and its equipment (i.e. filling the water bottle/iron/steamer, ensure machines function properly, take out the Judy's shoulders, etc.)
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors are cleaned once a month
 - Clean equipment regularly
- Get professional tune-ups for the industrial sewing machines and serger once every 3 years.
- Provide orientations for members upon request
- Answer members' facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included.

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Provide orientations for members upon request
- Answer members' facility related questions
- Ensure the cleanliness and functionality of facility and its equipment.
 - Ensure the floors are cleaned once a month
 - Clean equipment regularly
- Conduct proactive inspection of the facility and its equipment, discuss/report necessary repairs with Facility Manager.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role

- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as

Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.

- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Steamer Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Steamer Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the Facility Coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Ensure the cleanliness of the facility and its equipment:
 - Ensure the floors are cleaned once a month
 - Ensure CAs/members clean up after events.
 - Ensure the beer lines are cleaned out regularly.
- Instruct CA's on how to tap the kegs, and generally operate the beer dispensing system.
- Report all misuse or non-adherence to the Alcohol Policy and/or Room Use Agreement to Security.
- Provide orientations for members upon request.
- Answer members' facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included.

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Provide orientations for members upon request
- Answer members' facility related questions
- Ensure the cleanliness and functionality of the facility and its equipment
 - Ensure the floors are cleaned once a month
 - Ensure cleanliness of equipment and furniture
- Conduct proactive inspection of the facility and its equipment, discuss/report necessary repairs with Facility Manager

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role

- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as

Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.

- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Woodshop Manager

This document is not intended to be a legally binding contract between us and may be nullified at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Woodshop Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the Facility Coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the equipment in the facility
- Perform checks on the First Aid Kit and Eye Wash Station to ensure they are available and up to standard
- Ensure the cleanliness of the facility and its equipment.
 - Ensure the floors are cleaned once per month
 - Clean equipment regularly
- Provide facility orientations to members upon request.
- Answer members' facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included on it.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations

- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for the facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.
- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Coffee Club Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Coffee Club Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the facility coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the coffee equipment
- Ensure a fresh supply of coffee is available to the membership during open hours
- Monitor supply levels for ingredients, requesting donations as supply levels drop and limiting donations to avoid excess, as outlined in attached chart
- Communicate effectively with CAs when coordinating the accepting of donations as well as the entering of member hours (MCP hours)
- Ensure the cleanliness of the Coffee Club area and its equipment
 - Ensure the floors surrounding the Coffee Club are mopped/swept at least once a month
 - Ensure the tables holding the coffee equipment are wiped down at least once a day
 - Ensure all ceramic cups/coffee carafes are cleaned and sanitized at least once a day
 - Ensure the paper cups are restocked at least once per day
 - Ensure the coffee grinder is cleaned and sanitized regularly
- Answer members' facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included on it

Assistant:

- Maintain open and accessible lines of communication with your facility manager
- Answer members' facility related questions
- Ensure a fresh supply of coffee is available to the membership during open hours
- Communicate effectively with CAs when coordinating the accepting of donations as well as the entering of member hours
- Ensure the cleanliness of the Coffee Club areas and its equipment
 - Ensure the floors surrounding the Coffee Club are mopped/swept at least once a month
 - Ensure the tables holding the coffee equipment are wiped down at least once a day

- Ensure all ceramic cups/coffee carafes are cleaned and sanitized at least once a day
- Ensure the paper cups are restocked at least once per day
- Ensure the coffee grinder is cleaned and sanitized regularly
- Conduct proactive inspection of the facility and its equipment, discuss/report necessary repairs with Facility Manager

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for the facility you must seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.
- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Barbecues Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the facility manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a facility manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. SAC reserves the right to change or alter any description for any facility manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Barbecues Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the facility coordinator once per quarter
 - Getting approval from S.A.C. for all purchases, with the exception of ongoing operational expenses approved annually by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive inspection, and maintenance (where able) of the barbecues, utensils, igniters, etc
- Remove and clean barbecues grills and grease tray a minimum of twice per month
- Ensure the barbecues are closed, and gas supply valves are turned off when not in use
- Ensure the general cleanliness of the barbecues and their under cabinets, as well as the immediate barbecue areas
- Answer members' facility related questions
- Promote the facility with SAC approved posters with your facility email included on it
- Complete the BBQ Facility Checklist twice per month (see the attached Checklist)

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavour to provide you with:

- A written position description so that you can understand your role and the tasks you are authorised to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for your facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions

- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for purpose of the job and return it to the organisation when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in your facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you must seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- **Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.**
- **No other expenses shall be considered as ongoing expenses unless preapproved by SAC**

Capital Expenses shall include:

- **Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.**
- **All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00**

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____



B.B.Q Facility Checklist 1 of 2

Please email a completed copy to facility coordinator@neill-wycik.ca

Please take a photo on your phone and attach it to your email

BBQ Cleanliness Check (22nd Floor)

- ☐ Grease Trays are emptied & devoid of grease
- ☐ Inside cabinet is clean of grease
- ☐ Grills are scrubbed clean of grease

BBQ Cleanliness Check (5th Floor)

- ☐ Grease Trays are emptied & devoid of grease
- ☐ Inside cabinet is clean of grease
- ☐ Grills are scrubbed clean of grease

BBQ Cleanliness Check (4th Floor)

- ☐ Grease Trays are emptied & devoid of grease
- ☐ Inside pf cabinet is clean of grease
- ☐ Grills are scrubbed clean of grease
- ☐ Ensure the Garbage Can is empty and clean
- ☐ Initial the completed list in or next to the box

The Second Floor SAC Storage Closet has supplies



B.B.Q Facility Checklist 2 of 2

Please email a completed copy to facility_coordinator@neill-wycik.ca
Please take a photo on your phone and attach it to your email

BBQ Safety Check (22nd Floor)

- ☐ There is no gas smell
- ☐ Ignition system works (if not change battery)
- ☐ Control knobs all work and are not stripped
- ☐ Firebox Lid handle is tight & does not move

BBQ Safety Check (5th & 4th Floors)

- ☐ There is no gas smell
- ☐ Ignition system works (if not change battery)
- ☐ Control knobs all work and are not stripped
- ☐ Firebox Lid handle is tight & does not move

All Areas:

- ☐ Maintenance Issue discovered? File a Work Order
- ☐ Safety Issue discovered? File a Work Order
- ☐ Initial the completed list in or next to the box

Always report any issues to the Facility Coordinator

Track all open Work Orders, and follow up on them.
If the Garbage, and or Recycling containers are full - file a Work Order

Social Activity Committee Volunteer Agreement – Gardens Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the facility manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a facility manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Gardens Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the facility coordinator once per quarter
 - Getting approval from S.A.C. for all purchases, with the exception of ongoing operational expenses approved annually by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
 - Providing monthly progress reports from April to September including information on planning, gardening progress, and all names of members on the Gardening Committee.
- Conduct proactive inspection, and maintenance (where applicable) of the garden areas on all Roof decks
- Maintain the garden areas during the summer months by coordinating a “Gardening Committee”. The duties of this committee includes the following:
 - Plan and coordinate the planting and maintenance of all gardening areas on all Roof decks.
 - Try to include some plants that members can use for cooking/eating, i.e. vegetables, herbs, fruits, etc.
 - Ensure the gardens are watered daily
 - Ensure the aesthetic appeal of the garden areas
 - Ensure the composters are maintained as needed
 - Perform other appropriate gardening activities
- Ensure the cleanliness of the Roof deck areas around the gardens
- Answer members’ garden related questions
- Promote the facility with a SAC approved poster with your facility email included on it.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions, to report progress, and to get feedback

- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us
- Facility Managers will be notified in a timely fashion of any changes to their volunteer agreements.

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for your facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.
- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility

Manager or Assistant Manager

Initial Here:

--

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Music Room Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details Music Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the facility coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - **Always provide for two piano tunings per year at the current market price in your annual budget.**
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive bi weekly inspections, and report on the cleanliness of the Music Room, its equipment (Piano), and any pieces required for use of said equipment
- Ensure the DAMPP Chaser reservoir is filled with water once per week in Dry fall, winter, and spring Seasons.
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors in the Music are mopped at least once a week
 - Ensure all users of the Music Room are informed that they need to deposit their recycling/Garbage directly into the appropriate container in the Recycling Room.
 - Dust the shelving, and the Piano in both the Music Room
 - Ensure the mirror is cleaned when necessary
 - Ensure the Piano is tuned twice per year minimum (call Piano Tune Canada 1.866.886.4648)
- Solicit feedback from members for items/new equipment etc in the Music Room.
- Answer members' facility related questions
- Promote the facility with a SAC approved poster with your facility email included on it (Include the SAC Logo)

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Answer members' facility related questions
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors are mopped at least once a week
- Conduct proactive inspection of the facility and its equipment, and report necessary repairs to your Facility Manager, and cleanliness issues to both your Facility Manager and Security.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.
- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

How to Book a Piano Tuning:

Contact

For Piano Service and Accessories:

Cost \$130.00 + HST

By Phone: 1.866.886.4648

Our office hours are:
Monday-Thursday 9 AM - 4:30 PM
Friday: 10 AM - 2 PM (EAT)
By e-mail: patsy@pianotune.ca
By Fax:(519)-650-2989

- Include the cost in your annual budget.
- Inform the Office so a cheque is ready for the technician upon work being completed.

How to Book a Piano Repair:

- The Piano has a Five (5) Year Warrantee with Robert Lowrey Piano Experts

Address: 943 Eglinton Ave E, Toronto, ON M4G 4B5

Phone:(416) 423-0434

- Inform the Facility Coordinator.
- Obtain an estimate from Robert Lowrey Piano Experts – provide them with a copy of the warrantee
- Email sacchair@neill-wycik.ca with all pertinent details
- Any warrantee work – you may book the service call immediately after either the SAC Chair O,K's the work, or the Facility Co-ordinator ok's the work.
- You must be there to greet the technician, or ensure the Assistant manager is on site to greet the technician, and answer any relevant questions.
- Non-Warrantee repairs require an estimate be approved by SAC prior to booking any service calls –no exceptions (see Facility Expenses in your contract).

Social Activity Committee Volunteer Agreement – TV Lounge and Hanke Lounge Manager

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details - TV Lounge and Hanke Lounge Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the facility coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Conduct proactive bi weekly inspections, and report on the cleanliness of the Hanke Kitchenette, its equipment, and any pieces required for use of said equipment
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors in the Hanke Lounge are mopped at least once a week
 - Do proactive inspections three times per week to ensure the Garbage has been taken out by Maintenance three times per week.
 - Ensure the tables in the Hanke Lounge are cleaned regularly
 - Dust the shelving in both the Hanke Lounge and TV Lounge regularly
 - Ensure the Book Shelves in the Hanke email neat and reasonably organized
 - Water the plants in the Hanke Lounge adjacent to the Pop Machine every other day.
- Solicit feedback from members for items/books/ magazines in the Hanke Lounge.
- Answer members' facility related questions
- Promote the facility with a SAC approved poster with your facility email included on it

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Answer members' facility related questions
- Ensure the cleanliness of the facility and its equipment
 - Ensure the floors are mopped at least once a week
 - Clean furniture and shelving regularly in both the Hanke Lounge and TV Lounge
- Conduct proactive inspection of the facility and its equipment, and report necessary repairs to your Facility Manager, and cleanliness issues to both your Facility Manager and Security.

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavor to provide you with:

- A written position description so that you can understand your role and the tasks you are authorized to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organization when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Sanitary Wipes, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.
- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____

Social Activity Committee Volunteer Agreement – Maker Space

This document is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party for any reason. Neither party (i.e. Neill-Wycik Co-operative College or the Facility Manager) intend any employment relationship to be created either now or at any time in the future.

You are a volunteer

This position at Neill-Wycik Co-operative College is a volunteer position. This means that you perform all duties on a voluntary basis, of your own free will, and you will not receive payment for your work. You are not an employee of Neill-Wycik Co-operative College and you are not entitled to a salary or any other entitlements associated with employment. As a Facility Manager, you will be deemed to have fulfilled the requirements for the Member Contribution Program. S.A.C. reserves the right to alter any description for any Facility Manager at any time.

Duration of term

The duration of your term as Facility Manager shall be **1 year** from the date entered on this agreement.

Role description and details – Maker Space Manager

- Maintain open and accessible lines of communication with the Social Activities Committee. This includes:
 - Attending meetings with the Facility Coordinator once per quarter
 - Getting approval from S.A.C. for **all** purchases, with the exception of ongoing operational expenses approved once per annum by the Social Activity Committee
 - Proposing an annual facility budget for consideration by S.A.C. and the membership
- Ensure the cleanliness of the facility and its equipment:
 - Ensure the floors are cleaned as needed at least once per month.
 - Ensure members clean up after themselves.
 - Ensure the equipment is kept in good order and report all issues to the Facility Coordinator and SAC.
- Instruct members on how to use the 3D Printer, and generally operate the other equipment.
- Instruct members on safe practises in using the Maker Space in general.
- Report all misuse or non-adherence to the FACILITY ABUSE POLICY and/or INTENDED USE POLICY to Security.
- Provide orientations for members upon request.
- Answer members' facility related questions
- Promote the facility with a S.A.C. approved poster with your facility email included.

Assistant:

- Maintain open and accessible lines of communication with your Facility Manager
- Provide orientations for members upon request
- Answer members' facility related questions
- Ensure the cleanliness and functionality of the facility and its equipment
 - Ensure the floors are cleaned once a month
 - Ensure cleanliness of equipment and furniture
 - Ensure you are available to fill in as needed for Orientations
 - Instruct members on safe practises in using the Maker Space in general.
- Conduct proactive inspection of the facility and its equipment, discuss/report necessary repairs with Facility Manager

What you can expect when volunteering for the Social Activity Committee

S.A.C. values its volunteers and we will endeavour to provide you with:

- A written position description so that you can understand your role and the tasks you are authorised to perform as a volunteer
- An orientation and/or any training necessary for the volunteer role
- A safe and healthy environment in which to perform your role
- A Facility Coordinator, so that you always have the opportunity to ask questions and get feedback
- Reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us

What S.A.C. requires of its Facility Managers

- Support S.A.C.'s aims and objectives
- Organize and hold all relevant orientation and training for members for the facility
- Operate under the direction and supervision of S.A.C. and obey reasonable directions and instructions
- Understand and comply with Neill-Wycik's by-laws and regulations
- Notify the Facility Coordinator of any hazardous situations that pose a risk to you or others; and report any accidents or incidents as well
- Use any property or equipment given to you in your role only for the purpose of the job and return it to the organisation when you finish your volunteer role
- Communicate to S.A.C. if you wish to change the nature of your contribution
- Be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive

What Facility Managers will not do

- Utilize the facility for personal gain
- Allow non-members to use the facility
- Give any preferential treatment amongst members
- Sleep/store personal items in the facility
- Request any employee to perform any of your regular tasks or duties
- Neglect any foreseeable problems/issues regarding the facility or your role

Contact person

Your contact person with S.A.C. will be the Facility Coordinator, whom can be reached at facilitycoordinator@neill-wycik.ca.

Facility Expenses

As stated above, you must produce and update an annual budget for the facility. If you desire to purchase items for your facility you **must** seek prior approval by proposing your purchase at a S.A.C. meeting. All advance cheques will be issued in accordance with the "S.A.C. Cash/Cheque Advance Policy" (see attached). You will need to keep and produce receipts of all expenses.

Facility Expenses Definitions

Ongoing expenses shall include:

- Cleaning Supplies (Solder Emery Paper, other cleaning fluids, cotton cleaning rags, and microfiber cloths). All ongoing expenses will have a set spending limit of \$150.00 per month.
- No other expenses shall be considered as ongoing expenses unless preapproved by SAC

Capital Expenses shall include:

- Service Contracts, and service calls to perform specific or non-specific repairs are defined as Capital Expenses and must be preapproved by SAC prior to being initiated. Service Contracts, and service calls to perform specific or non-specific repairs are not defined as ongoing expenses and must be preapproved by SAC prior to being initiated.
- All Capital Expenses must be presented with three competing quotes if over \$350.00, and require only one quote if the Capital Expense(s) is under \$350.00

Volunteer initial to acknowledge you have read, understand, sighted and had the opportunity to ask questions on the Facility Definitions Policy as defined above. Failure to comply fully with the Facility Expense Definitions Policy as listed above nullify this agreement, and the Volunteer will no longer be a Facility Manager or Assistant Manager

Initial Here:

Volunteer please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

Manager / Assistant (Please Circle One)

Volunteer name_____

Volunteer signature_____

S.A.C. Chair or S.A.C Facility Co-ordinator name (Print)_____

S.A.C. Chair or S.A.C Facility Co-ordinator (Signature)_____

Date_____



ALCOHOL POLICY

Neill-Wycik reserves the right to inspect all advertising of events within Neill-Wycik at which alcohol will be served prior to being posted. Posters for such events must only be posted within Neill-Wycik and in no way advocate the over-consumption of alcohol. The following policy is regarding events within Neill-Wycik where alcohol is present. It is divided into three subsections: 1) Private events hosted by a general member (no funding from SAC); 2) SAC events hosted by CA's; 3) SAC events hosted by non-CA's

The Cafe Seating Area, has been designated a Public Space, and therefore no Alcohol may be served in that space by anyone. Alcohol may be served in the Hanke Lounge provided a "Special Occasions Permit" is purchased and all Ontario Liquor Laws are obeyed-no exceptions.

Initial Here:

(1) Private events hosted by a general member:

- 1) When booking a facility or party, it is the Host's responsibility to be aware of the rules and regulations.
- 2) The Host must obey Neill-Wycik's Alcohol Policy if alcohol is present.
- 3) For any event, the Host is responsible for the persons attending the event and their behaviour. It is important the Host is aware she/he is responsible for any damages caused by one of their guests in the building.
- 4) The responsibility of the event lies in the hands of the member holding the function. Members must pay out of pocket for security at a ratio of 1 Guard per 35 members.
- 5) Members may book the Steamer for a party and may have alcohol without security in attendance if there are less than 10 people at the function.
- 6) Security has the right to close down the function at any time if they believe there is a security potential risk.
- 7) Any non-members attending this function must be present on a guest list. The host will provide security with a guest list **48 hours ahead of the event** and ensure her/ his guests sign in at the front desk the day of the event.
- 8) A member must report that she/he is having a party with alcohol when booking an event. If the member fails to do this, the event will be cancelled. The member must give a minimum **14 days notice** before the event to the GM (General Manager) Security Supervisor and CDC (Community Development Co-ordinator)

Initial Here:



(2) SAC Events Hosted by CA's

- 1) When booking a facility or party, it is the Host's responsibility to be aware of the rules and regulations. The Host must obey Neill-Wycik's Alcohol Policy if alcohol is served or provided.
- 2) For Neill-Wycik sponsored events, at least 50% of the attendees **MUST** be Wycik members. Otherwise we could be charged, as we must follow certain regulations or we are seen as having a public function (which affects our liquor licensing).
- 3) Any event sponsored and/or financially supported by SAC must be open to all members. A list of all guests (this does not include members) must be provided at least **48 hours** in advance to the Security Supervisor. All external guests **MUST** sign in at security before an event with legal ID (government issued Photo ID). External guests not on the guest list will not be allowed.
- 4) Neill-Wycik purchased alcohol may be served to any who is not a member of Neill-Wycik, provided they have a drink ticket.
- 5) All events with Neill-Wycik sponsored alcohol, must be approved by the Social Activity Committee and made aware to the Security Supervisor, CDC (Community Development Coordinator) or GM (General Manager).
- 6) Full-time staff are considered members at events that the staff are required to attend.
- 7) **EVENTS WILL NOT BE APPROVED WITH LESS THAN 14 DAYS NOTICE.**
- 8) No alcohol may be served to anyone under the age of 19 whether she/he is a member or not. It is law, that any member who is served alcohol by the bartender and who then passes it onto an ineligible person (underage, intoxicated, not registered guest) may be held liable for any injuries or property damages that ensues.
- 9) The Host is responsible for the persons attending the event and their behaviour. It is important that the bartenders serving the alcohol to the members know that they can stop giving someone drinks when they've had too much.
- 10) The door person must check all members for two pieces of identification (Neill-Wycik ID and legal ID) when serving alcohol. The bartender(s) reserve the right to demand identification at any time.
- 11) Anyone who exhibits signs of excessive intoxication will be refused service. The bartender shall be entitled to use her / his judgment in determining whether the member or guest is intoxicated and may use at their discretion, the right to cut off that person. The security person has the right to remove any person who poses a security risk.
- 12) There shall be a maximum of 4 drink tickets over the course of an event distributed to anyone member/guest. One 12 oz. container of beer or 1 (one) ounce of spirits shall constitute a drink. The rule of thumb is 4 glasses of beer or 4 ounces of spirits over the course of the event. **ANY OVERAGE OF ALCOHOL MUST BE STORED IN A LOCKABLE AREA** immediately following a party for future events (with security escorting the Host to the locked area)
- 13) Security reserves the right to close down any party or event if they believe there is a potential for a security risk



- 14) Only SMART SERVE or other course approved trained members/staff may act as bartenders.
- 15) A security representative must be on duty at any alcoholic event (one security guard for every 35 members) [the security staff member may act as a volunteer or be paid]
- 16) A trained bartender may be a volunteer of the building or be paid for working the event.
- 17) Every event must have a door-person who checks for Wycik ID and ensures that all non-members are signed in. The door-person should be a security or other responsible staff member.
- 18) Anyone working the event must not consume alcohol during any party at which they are working.
- 19) No one may bring their own alcohol.
- 20) Community Assistants (CA's) often hold floor functions throughout the year. CA's are considered staff and will be allowed to have alcohol at a social function without SECURITY/BARTENDERS, providing there are no more than 35 members in attendance and no one has any more than the equivalent of 1(one) -6 oz. glass of wine; 1(one) -20 oz. glass of beer; 1 (one) oz. of liquor per hour to a maximum of 2 drinks. The CA must have passed an accredited course such as SMART SERVE. The CA MUST NOT drink during the function and are solely responsible for dispensing the alcohol. They can hold these events in the Steamer or the Hanke with approval from the CDC. The CDC must be given **14 days** advance notice.
- 21) Where alcohol is present in the Hanke Lounge a 'Special Occasions Permit' (from an LCBO location) must be purchased and displayed during the event or else alcohol will be removed.

Initial Here:

(3) SAC Sponsored Events not hosted by CA's

- 1) When booking a facility or party, it is the Host's responsibility to be aware of the rules and regulations. The Host must obey Neill-Wycik's Alcohol Policy if alcohol is served or provided.
- 2) For a Neill-Wycik sponsored events, at least 50% of the attendees MUST be Wycik members. Otherwise we could be charged, as we must follow certain regulations or we are seen as having a public function (which affects our liquor licensing).
- 3) Any event sponsored and/or financially supported by SAC must be open to all members. A list of all guests (this does not include members) must be provided at least **48 hours** in advance to the Security Supervisor. All external guests MUST sign in at security before an event. External guests not on the guest list will not be allowed.
- 4) Neill-Wycik purchased alcohol may be served to any who is not a member of Neill-Wycik, provided they have a drink ticket.
- 5) All events with Neill-Wycik sponsored alcohol, must be approved by the Social Activity Committee and made aware to the Security Supervisor, CDC (Community Development Co-



ordinator) or GM (General Manager). Full-time staff are considered members at events that the staff are required to attend.

- 6) EVENTS WILL NOT BE APPROVED WITH LESS THAN 14 DAYS NOTICE.
- 7) No alcohol may be served to anyone under the age of 19 whether she/he is a member or not. It is law, that any member who is served alcohol by the bartender and who then passes it onto an ineligible person (underage, intoxicated, not registered guest) may be held liable for any injuries or property damages that ensues.
- 8) The Host is responsible for the persons attending the event and their behaviour. It is important that the bartenders serving the alcohol to the members know that they can stop giving someone drinks when they've had too much. The door person must check all members for two pieces of identification (Neill-Wycik ID and legal ID) when serving alcohol. The bartender(s) reserve the right to demand identification at any time.
- 9) Anyone who exhibits signs of intoxication will be refused service. The bartender shall be entitled to use her his judgment in determining whether he member or guest is intoxicated and may use at their discretion, the right to cut off that person. The security person has the right to remove any person who poses a security risk.
- 10) There shall be a maximum of 4 drink tickets over the course of an event distributed to anyone member/guest. One 12 oz. container of beer or 1 ounce of spirits shall constitute a drink. The rule of thumb is 4 glasses of beer or 4 ounces of spirits over the course of an event. ANY OVERAGE OF ALCOHOL MUST BE STORED IN A LOCKABLE AREA immediately following a party for future events (with security escorting the Host to the locked area)
- 11) Only SMART SERVE or other course approved trained members/staff may act as bartenders.
- 12) A trained bartender may be a volunteer of the building or be paid for working the event.
- 13) Every event must have a door-person who checks for Wycik ID and ensures that all non-members are signed in. The door-person should be a security staff
- 14) Members/staff working the event must not consume alcohol during any party at which they are working.
- 15) No one may bring their own alcohol.
- 16) Security reserves the right to close down any party or event if they believe there is a potential for a security risk.
- 17) A security representative must be on duty at any alcoholic event (one security guard for every 50 members) [the security staff member may act as a volunteer or be paid]
- 18) Where alcohol is present in the Hanke Lounge a 'Special Occasions Permit' (from an LCBO location) must be purchased and displayed during the event or else alcohol will be removed by Security.

Initial Here:



SAC Event's Staff Policy

The following policy describes the breakdown of when staff need to be hired for events at Neill-Wycik

Security

- Security must be hired for any event sponsored by SAC with more than 35 members where alcohol is being served
- Security must be hired for any non-SAC sponsored event where alcohol is present with more than 10 persons present
- Neill-Wycik Security gets offered the job **14 Days** ahead of the event, and must provide an answer no later than **7 days** before the event
- Security will work one of three positions (overseeing bartending, working the door, or working the exit)
- Security payment for Neill Wycik Security guards is \$30 an hour per guard.
- All security will be paid through the bookkeeper directly
 - o Outside security must provide an invoice for their cheque to be issued.
- Outside security will be hired and will be paid based on their working rates (no more than the approved budget event)
 - o If the amount is higher than approved, then the SAC chair must give written approval

Bartenders

- Bartenders must be hired for any event sponsored by SAC with more than 35 members where alcohol is being served
- Bartenders must be trained with their SMART Serve or other equal bartending certification
- Bartenders have the right to refuse alcohol based on their judgement
- Bartenders payment is broken down as followed
 - o Bartenders will be paid \$19 per hour working
 - o Bartenders payment will be paid a maximum of \$100

Member / Event Host please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

CDC / General Manager / SAC Chair (Please Circle One)

Member / Event Host name (Print) _____

Member / Event Host signature _____

CDC, General Manager, or SAC Chair name (Print) _____

CDC, General Manager, or SAC Chair (Signature) _____

Date _____

ROOM USE RULES AND REGULATIONS FOR NEILL -WYCIK SPONSORED AND NONSPONSORED EVENTS

1. Events with alcohol require a refundable cash deposit of \$100.00 (except events sponsored by SAC) to be paid to the Security Supervisor or CDC in order to book the room. The deposit will be applied against any costs incurred as a result of damage, theft or cleaning costs related to the event. The deposit, or portion thereof, will be returned to the undersigned or their representative once an assessment of the event is completed and a Neill-Wycik Security Representative signs the Inspection Form. Non-Alcoholic Events do not require a deposit.
2. The Board, Hotel Manager or its designate: (i.e. SAC, the Community Development Co-ordinator, General Manager) reserve the right to book events that are expected to be less than 50% Neill-Wycik members or events held by external groups.
3. In accordance with the Law, Liquor cannot be sold in any facility.
4. No member may book two facilities at the same time. Groups that foster discrimination will not be tolerated. The Host must notify Neill-Wycik security of people who are acting in a disorderly manner.
5. It is the host's responsibility to arrange with Security the inspection of the room before and after the event. Written acknowledgement of such inspections will be recorded in the Inspection Form. The Host must take personal responsibility and liability for reimbursing Neill-Wycik or its agents for any damage, theft or cleaning costs related to the event.
6. All Federal and Provincial By-laws, including the City Noise By-Laws, apply to all events and must be followed.
7. The Police and members of Neill-Wycik security who visit, may check on any agreement issued for the event, or who investigates a complaint, MUST be treated with courtesy and co-operation.
8. All parties must end by 2:00am (the room must be empty by 2:00am). The room must be thoroughly cleaned and ready for use 12 hours after the end of the event.
9. To abide by the regulations as set forth and any other regulations that may be added to those above are considered binding to this agreement. -----
-----THE DEPOSIT MUST BE RECEIVED BEFORE THE ROOM IS BOOKED. You ARE NOT BOOKED until you have met with the Security Supervisor or CDC to discuss your party, have paid your \$100 deposit and signed this agreement

Any breaking of any rule can lead to the cancellation of your event and/or result in the suspension of your membership privileges.

I have read the Alcohol Policy and Room Use Agreement and I agree to abide by all the rules, regulations and guidelines.

X

Print Your Name Here

X

Sign Your Name Here

Member's Signature and Unit Date

X

Signature of Member

Date

Authorized Staff Signature Date:

X

Signature Of Authorized Staff

Date

Received \$100.00 deposit

APPENDIX 20

ROOM USE INSPECTION LIST Please print legibly!

Event: _____

Date: _____ Time _____

Facility: Steamer: _____ Café: _____ Mtg. Room: _____ ALCOHOL Y N

Roof deck: 23rd _____ Roof Deck Floor 4th Floor _____ Roof Deck 5th Floor _____

(Alcohol is not permitted on any of the Roof Decks)

Member: _____
Signature of Member
Date

Unit #: _____ Phone #: _____

Sponsors:

NAME	SIGNATURE	PHONE NUMBER	EMAIL

THIS MUST BE COMPLETED BEFORE CLEARANCE IS GRANTED

PRE POST

- | | |
|-------|---|
| _____ | _____ All garbage emptied and containers cleaned |
| _____ | _____ Floors clean, no butts or broken glass |
| _____ | _____ Walls and ceilings cleaned (no marks, decorations) |
| _____ | _____ Fridges empty Counters cleared and wiped Hallway swept and mopped |
| _____ | _____ Audiovisual equipment |
| _____ | _____ Chairs and table(s) cleaned and placed against the walls |
| _____ | _____ Theatre Recliners and Couches aligned to the center of the room |
| _____ | _____ Light fixtures undamaged |

Security pre-inspection signature:

X

Signature of Authorized Security Staff

Date

Security post-inspection signature:

X

Signature Of Authotized Security Staff

Date

EXISTING DAMAGE REPORT (to be completed when applicable on reverse side)

APPENDIX 6

DEPOSIT RELEASE FORM AND RECEIPT

We hereby acknowledge the return of the sum of \$100.00 providing that the above Room Use Inspection List has passed approval by Neill-Wycik Security standards and signature

Member's Signature:

Date:

X

Signature of Member

Date

(Signature indicates acceptance of penalty if Security believes it is needed)

X

Authorized Signature

Date

Deposit Returned

Date

APPENDIX 21

GUIDELINES FOR PURCHASING AND STORAGE OF ALCOHOL

Purchasing:

Calculate 4 bottles of beer (12 ounce bottle) or 3 ounces of spirits, or one half bottle of wine (750ml bottles) (or any combination thereof) for any three-hour period. (Therefore if 100 people of legal drinking age are expected at a party that is expected to run from 9:00pm until midnight, the co-op would provide no more than 400 bottles of beer (12 ounce bottles), or 300 ounces of spirits or 50 bottles (1 bottle 750ml) of wine, or any combination thereof.

Storage:

If the expected numbers of members do not attend, the overage of alcohol will be stored in the Secured Storage Closet inside the Committee Office immediately following a party. The bartender will count the amount of alcohol remaining and report it to the Community Development Co-ordinator.

Appendix 22

Facility Budget Request

One of the responsibilities of the Facility Managers is to provide a budget request for their facility once a year. These requests will be reviewed by SAC and incorporated into the annual SAC budget – which, itself, is reviewed by the Board of Directors and approved by the membership at the Annual General Meeting (AGM) in March.

The attached request form is divided into two sections – Operational Expenses and Capital Expenses. Simply put, Operational Expenses are the items required to keep the facility running as is. These tend to be smaller items that need to be purchased on a regular basis. Examples include printer toner for the Computer Lab or chemicals for the Photo Lab. Capital Expenses, on the other hand, are new items that you want to add to the facility. These can be new furniture or equipment, such as a couch for the Hanke Lounge or a new set of dumb bells for the Weight Room. If you are in doubt about whether an item is an operational or a capital expense make a note of it and SAC will categorize it accordingly.

For the purposes of these requests, SAC is looking for estimations. We do not require quotes at this time. You will, however, want to make the estimates as accurate as possible. If these items are placed in the SAC Budget and it is approved at the AGM, we may hold you to the number you give SAC now. Requesting a new TV for \$6000 will probably mean that it will be denied, but saying you can get one for \$50 now and then asking for \$500 could also result in the request being denied later!

Lastly, try to list your requests, especially the Capital Requests, in order of priority. SAC relies on your judgement to tell us what is necessary for a facility and what would make a “nice” addition.

The deadline for these requests forms will be **(insert date here)**. If you wish to speak to SAC directly about a particular request, you may attend either the SAC meeting on **(Insert date here)**. Otherwise you can leave the forms in my mailbox at the Front Desk.

Note: even if you are not asking for anything, fill out the contact info section of the form and return it to SAC. This tells us whether or not you are still interested in being the manager of your facility. If we do not hear from you via email or receive the completed budget form by (insert date here), you may need to re-apply for your position as facility manager!

Thanks,

(Insert name here)

Facility Coordinator

(Insert name here)

SAC Chair

Facility Budget Request

Facility Name: _____

Facility Manager: _____ Phone: _____ Unit: _____

Assistant Manager: _____ Phone: _____ Unit: _____

Assistant Manager: _____ Phone: _____ Unit: _____

Assistant Manager: _____ Phone: _____ Unit: _____

Operational Expense (day to day items for maintaining a facility):

Item	Explanation	Cost Estimate

Capital Expenses (one time purchases, e.g. equipment, large items):

Item	Explanation	Cost

Additional comments:

Capital Expenses (one time purchases, e.g. equipment, large items):

Item	Explanation	Cost

Additional comments:

Policy regarding roommates in “A” & “K” units

The internal waiting list for these units is extensive and members often wait more than 18 months before being offered a unit. Members have the option of four refusals before their name is placed at the bottom of the list in order to provide some choice of units. It is the policy of the Board that members should not be ‘bumped’ on the list without approval of the Board at a duly called meeting. In recognition of this, the Board has approved the following policy:

“When a member who has an “A” or “K” unit takes a roommate, it is the policy of the Board that in the event of the original member moving out, the roommate does not take legal possession of the unit but would have to move out to the first available unit offered to him/her by housing, unless successfully appealed to the Board.”

Approved by the Board of Directors on December 13, 2004.

Neill-Wycik Air Conditioning Policy

- 1) All A/C's require a proper platform to support the A/C.
- 2) A solid piece of Plexiglas or wood is required to be installed above the A/C.
- 3) All A/C vents need to be exhausted to the outside of the building.
- 4) All A/C units are required to be inspected by the Maintenance Dept; A/Cs not properly installed will be removed by the Maintenance Dept.
- 5) Members will be charged \$10 per month in the summer (June, July, August, and September) for partial recovery of extra hydro costs.

A Member who is not sure how to install an A/C safely can:

- 1) Hire a Company to install it for them.
- 2) Have the Maintenance Dept. build and install proper platform and A/C.
The member charge to build and install the platforms and A/C units will be listed in the fee schedule.

Approved by the Board of Directors on February 27, 2007

Approved by the General Members on March 21, 2007

Amended by the Board of Directors on July 12, 2010

Approved by the General Members on March 24, 2011



ALCOHOL POLICY

Neill-Wycik reserves the right to inspect all advertising of events within Neill-Wycik at which alcohol will be served prior to being posted. Posters for such events must only be posted within Neill-Wycik and in no way advocate the over-consumption of alcohol. The following policy is regarding events within Neill-Wycik where alcohol is present. It is divided into three subsections: 1) Private events hosted by a general member (no funding from SAC); 2) SAC events hosted by CA's; 3) SAC events hosted by non-CA's

The Cafe Seating Area, has been designated a Public Space, and therefore no Alcohol may be served in that space by anyone. Alcohol may be served in the Hanke Lounge provided a "Special Occasions Permit" is purchased and all Ontario Liquor Laws are obeyed-no exceptions.

Initial Here:

(1) Private events hosted by a general member:

- 1) When booking a facility or party, it is the Host's responsibility to be aware of the rules and regulations.
- 2) The Host must obey Neill-Wycik's Alcohol Policy if alcohol is present.
- 3) For any event, the Host is responsible for the persons attending the event and their behaviour. It is important the Host is aware she/he is responsible for any damages caused by one of their guests in the building.
- 4) The responsibility of the event lies in the hands of the member holding the function. Members must pay out of pocket for security at a ratio of 1 Guard per 35 members.
- 5) Members may book the Steamer for a party and may have alcohol without security in attendance if there are less than 10 people at the function.
- 6) Security has the right to close down the function at any time if they believe there is a security potential risk.
- 7) Any non-members attending this function must be present on a guest list. The host will provide security with a guest list **48 hours ahead of the event** and ensure her/ his guests sign in at the front desk the day of the event.
- 8) A member must report that she/he is having a party with alcohol when booking an event. If the member fails to do this, the event will be cancelled. The member must give a minimum **14 days notice** before the event to the GM (General Manager) Security Supervisor and CDC (Community Development Co-ordinator)

Initial Here:



(2) SAC Events Hosted by CA's

- 1) When booking a facility or party, it is the Host's responsibility to be aware of the rules and regulations. The Host must obey Neill-Wycik's Alcohol Policy if alcohol is served or provided.
- 2) For Neill-Wycik sponsored events, at least 50% of the attendees **MUST** be Wycik members. Otherwise we could be charged, as we must follow certain regulations or we are seen as having a public function (which affects our liquor licensing).
- 3) Any event sponsored and/or financially supported by SAC must be open to all members. A list of all guests (this does not include members) must be provided at least **48 hours** in advance to the Security Supervisor. All external guests **MUST** sign in at security before an event with legal ID (government issued Photo ID). External guests not on the guest list will not be allowed.
- 4) Neill-Wycik purchased alcohol may be served to any who is not a member of Neill-Wycik, provided they have a drink ticket.
- 5) All events with Neill-Wycik sponsored alcohol, must be approved by the Social Activity Committee and made aware to the Security Supervisor, CDC (Community Development Co-ordinator) or GM (General Manager).
- 6) Full-time staff are considered members at events that the staff are required to attend.
- 7) **EVENTS WILL NOT BE APPROVED WITH LESS THAN 14 DAYS NOTICE.**
- 8) No alcohol may be served to anyone under the age of 19 whether she/he is a member or not. It is law, that any member who is served alcohol by the bartender and who then passes it onto an ineligible person (underage, intoxicated, not registered guest) may be held liable for any injuries or property damages that ensues.
- 9) The Host is responsible for the persons attending the event and their behaviour. It is important that the bartenders serving the alcohol to the members know that they can stop giving someone drinks when they've had too much.
- 10) The door person must check all members for two pieces of identification (Neill-Wycik ID and legal ID) when serving alcohol. The bartender(s) reserve the right to demand identification at any time.
- 11) Anyone who exhibits signs of excessive intoxication will be refused service. The bartender shall be entitled to use her / his judgment in determining whether the member or guest is intoxicated and may use at their discretion, the right to cut off that person. The security person has the right to remove any person who poses a security risk.
- 12) There shall be a maximum of 4 drink tickets over the course of an event distributed to anyone member/guest. One 12 oz. container of beer or 1 (one) ounce of spirits shall constitute a drink. The rule of thumb is 4 glasses of beer or 4 ounces of spirits over the course of the event. **ANY OVERAGE OF ALCOHOL MUST BE STORED IN A LOCKABLE AREA** immediately following a party for future events (with security escorting the Host to the locked area)
- 13) Security reserves the right to close down any party or event if they believe there is a potential for a security risk



- 14) Only SMART SERVE or other course approved trained members/staff may act as bartenders.
- 15) A security representative must be on duty at any alcoholic event (one security guard for every 35 members) [the security staff member may act as a volunteer or be paid]
- 16) A trained bartender may be a volunteer of the building or be paid for working the event.
- 17) Every event must have a door-person who checks for Wycik ID and ensures that all non-members are signed in. The door-person should be a security or other responsible staff member.
- 18) Anyone working the event must not consume alcohol during any party at which they are working.
- 19) No one may bring their own alcohol.
- 20) Community Assistants (CA's) often hold floor functions throughout the year. CA's are considered staff and will be allowed to have alcohol at a social function without SECURITY/BARTENDERS, providing there are no more than 35 members in attendance and no one has any more than the equivalent of 1(one) -6 oz. glass of wine; 1(one) -20 oz. glass of beer; 1 (one) oz. of liquor per hour to a maximum of 2 drinks. The CA must have passed an accredited course such as SMART SERVE. The CA MUST NOT drink during the function and are solely responsible for dispensing the alcohol. They can hold these events in the Steamer or the Hanke with approval from the CDC. The CDC must be given **14 days** advance notice.
- 21) Where alcohol is present in the Hanke Lounge a 'Special Occasions Permit' (from an LCBO location) must be purchased and displayed during the event or else alcohol will be removed.

Initial Here:

(3) SAC Sponsored Events not hosted by CA's

- 1) When booking a facility or party, it is the Host's responsibility to be aware of the rules and regulations. The Host must obey Neill-Wycik's Alcohol Policy if alcohol is served or provided.
- 2) For a Neill-Wycik sponsored events, at least 50% of the attendees MUST be Wycik members. Otherwise we could be charged, as we must follow certain regulations or we are seen as having a public function (which affects our liquor licensing).
- 3) Any event sponsored and/or financially supported by SAC must be open to all members. A list of all guests (this does not include members) must be provided at least **48 hours** in advance to the Security Supervisor. All external guests MUST sign in at security before an event. External guests not on the guest list will not be allowed.
- 4) Neill-Wycik purchased alcohol may be served to any who is not a member of Neill-Wycik, provided they have a drink ticket.
- 5) All events with Neill-Wycik sponsored alcohol, must be approved by the Social Activity Committee and made aware to the Security Supervisor, CDC (Community Development Co-



ordinator) or GM (General Manager). Full-time staff are considered members at events that the staff are required to attend.

- 6) EVENTS WILL NOT BE APPROVED WITH LESS THAN 14 DAYS NOTICE.
- 7) No alcohol may be served to anyone under the age of 19 whether she/he is a member or not. It is law, that any member who is served alcohol by the bartender and who then passes it onto an ineligible person (underage, intoxicated, not registered guest) may be held liable for any injuries or property damages that ensues.
- 8) The Host is responsible for the persons attending the event and their behaviour. It is important that the bartenders serving the alcohol to the members know that they can stop giving someone drinks when they've had too much. The door person must check all members for two pieces of identification (Neill-Wycik ID and legal ID) when serving alcohol. The bartender(s) reserve the right to demand identification at any time.
- 9) Anyone who exhibits signs of intoxication will be refused service. The bartender shall be entitled to use her his judgment in determining whether he member or guest is intoxicated and may use at their discretion, the right to cut off that person. The security person has the right to remove any person who poses a security risk.
- 10) There shall be a maximum of 4 drink tickets over the course of an event distributed to anyone member/guest. One 12 oz. container of beer or 1 ounce of spirits shall constitute a drink. The rule of thumb is 4 glasses of beer or 4 ounces of spirits over the course of an event. ANY OVERAGE OF ALCOHOL MUST BE STORED IN A LOCKABLE AREA immediately following a party for future events (with security escorting the Host to the locked area)
- 11) Only SMART SERVE or other course approved trained members/staff may act as bartenders.
- 12) A trained bartender may be a volunteer of the building or be paid for working the event.
- 13) Every event must have a door-person who checks for Wycik ID and ensures that all non-members are signed in. The door-person should be a security staff
- 14) Members/staff working the event must not consume alcohol during any party at which they are working.
- 15) No one may bring their own alcohol.
- 16) Security reserves the right to close down any party or event if they believe there is a potential for a security risk.
- 17) A security representative must be on duty at any alcoholic event (one security guard for every 50 members) [the security staff member may act as a volunteer or be paid]
- 18) Where alcohol is present in the Hanke Lounge a 'Special Occasions Permit' (from an LCBO location) must be purchased and displayed during the event or else alcohol will be removed by Security.

Initial Here:



SAC Event's Staff Policy

The following policy describes the breakdown of when staff need to be hired for events at Neill-Wycik

Security

- Security must be hired for any event sponsored by SAC with more than 35 members where alcohol is being served
- Security must be hired for any non-SAC sponsored event where alcohol is present with more than 10 persons present
- Neill-Wycik Security gets offered the job **14 Days** ahead of the event, and must provide an answer no later than **7 days** before the event
- Security will work one of three positions (overseeing bartending, working the door, or working the exit)
- Security payment for Neill Wycik Security guards is \$30 an hour per guard.
- All security will be paid through the bookkeeper directly
 - o Outside security must provide an invoice for their cheque to be issued.
- Outside security will be hired and will be paid based on their working rates (no more than the approved budget event)
 - o If the amount is higher than approved, then the SAC chair must give written approval

Bartenders

- Bartenders must be hired for any event sponsored by SAC with more than 35 members where alcohol is being served
- Bartenders must be trained with their SMART Serve or other equal bartending certification
- Bartenders have the right to refuse alcohol based on their judgement
- Bartenders payment is broken down as followed
 - o Bartenders will be paid \$19 per hour working
 - o Bartenders payment will be paid a maximum of \$100

Member / Event Host please sign to acknowledge you have read, understand sighted and had the opportunity to ask questions

CDC / General Manager / SAC Chair (Please Circle One)

Member / Event Host name (Print) _____

Member / Event Host signature _____

CDC, General Manager, or SAC Chair name (Print) _____

CDC, General Manager, or SAC Chair (Signature) _____

Date _____

APPENDIX 4

NEILL-WYCIK CO-OPERATIVE COLLEGE INC. ALCOHOL POLICY AND ROOM USE AGREEMENT

Updated: March 12, 2001

Definition of intoxication: Anyone who consumes enough liquor that s/he would pose a foreseeable risk of causing injury to her/his person or injury or damage to the person or property of others.

Identification: Neill-Wycik members and Guests of members must have a Neill-Wycik ID card, as well as an Age of Majority Card or a picture driver's license or another government photo identification that has a birth date to be served alcohol. No other form of ID will be accepted.

The only room that members may book for events with alcohol is the Steamer. The Kafe may be booked for alcohol-sponsored events, but the Host prior to the event MUST obtain a Special Occasions Permit. Board members or the General Manager may book the Hanke for special functions with alcohol.

RESPNSIBILITES OF THE MEMBER: As per our by-laws, members must not behave in any fashion that may unreasonably interfere with the enjoyment of other members, molest annoy or harass other members. Also, members are responsible for acts, omissions and behaviour of their household, members take full responsibility for the actions of their guests and all persons invited or permitted into the Unit or other property of the Co-op. This means that members take full responsibility for the actions of their guests, and if the guests become intoxicated, it is the responsibility of the member to ensure safe paid passage home, or to provide overnight accommodation.

RESPONSIBILITIES OF THE COPORATION: It is Neill-Wycik's responsibility to take reasonable measure to ensure that no one attending a function at which the corporation provides alcohol becomes intoxicated. It is Neill-Wycik's responsibility to take such actions as are reasonably possible to ensure that any guest or member who does become intoxicated had a safe way home. The on-duty security person may be called to help if necessary and medical attention will be sought if needed.

The law imposes a legal obligation on Neill-Wycik to prevent public intoxication and prevents consumption of alcohol outside of living areas except as a social event facility only while a social event is taking place. It is Neill-Wycik's responsibility to ensure that all areas of the building are safe and maintained to reduce the possibility of accidents during events at which alcohol is served.

It is Neill-Wycik's responsibility to ensure bartenders are trained and that bartenders, whether volunteer or paid, are aware of the liabilities involved in serving alcohol.

RIGHTS: Neill-Wycik has the right to not admit anyone to an event at which the corporation provides alcohol if it is believed that the presence of that person is undesirable or s/he is exhibiting signs of intoxication, rowdy, high or aggressive behaviour. It is also Neill-Wycik's right and responsibility to ensure that no one with a history or 'trouble-making' is admitted to any party at which the corporation is providing the alcohol. To do so is to increase our liability.

Neill-Wycik has the right to ask anyone to leave an event at which the corporation provides the alcohol if it is believed that the presence of that person is undesirable or s/he is exhibiting signs of intoxication. Security may be called if necessary. The bartender has the right to refuse to serve any person who exhibits signs of intoxication or who is believed to be intoxicated. Age of majority identification must be presented upon demand.

Member's Signature and Unit

Date

Authorized Staff Signature

Date

Received \$100.00 deposit:

Signature of Authorized Staff

APPENDIX 5

ROOM USE INSPECTION LIST

Please print legibly!

Event: _____

Date: _____ Time: _____

Facility: Steamer _____ Kafe _____ Mtg. Room _____ ALCOHOL Y N
Roof deck: 23rd Floor _____ 4th Floor _____ 5th Floor _____

Member: _____

Unit #: _____ Phone #: _____

Sponsors:

Name	Signature	Phone #

THIS MUST BE COMPLETED BEFORE CLEARANCE IS GRANTED

PRE POST

_____	_____	All garbage emptied and containers cleaned
_____	_____	Floors clean, no butts or broken glass
_____	_____	Walls and ceilings cleaned (no marks, decorations)
_____	_____	Fridges empty
_____	_____	Counters cleared and wiped
_____	_____	Hallway swept and mopped
_____	_____	Audiovisual equipment
_____	_____	Chairs and table cleaned and placed against the walls
_____	_____	Light fixtures undamaged

Security pre-inspection signature

Security post-inspection signature

EXISTING DAMAGE REPORT (to be completed when applicable on reverse side)
APPENDIX 6

DEPOSIT RELEASE FORM AND RECEIPT

We hereby acknowledge the return of the sum of \$100.00 providing that the above Room Use Inspection List has passed approval by Neill-Wycik Security standards and signature

Member's Signature

(Signature indicates acceptance of penalty if Security believes it is needed)

Date

Authorized Signature

Date

Deposit Returned

Date

APPENDIX 7

GUIDELINES FOR PURCHASING AND STORAGE OF ALCOHOL*

Purchasing:

Calculate 4 bottles of beer (12 ounce bottle) or 3 ounces of spirits, or one half bottle of wine (750ml bottles) (or any combination thereof) for any three-hour period. (Therefore if 100 people of legal drinking age are expected at a party that is expected to run from 9:00pm until midnight, the co-op would provide no more than 400 bottles of beer (12 ounce bottles), or 300 ounces of spirits or 50 bottles (1 bottle 750ml) of wine, or any combination thereof.

Storage:

If the expected numbers of members do not attend, the overage of alcohol will be stored in the kitchen of the administrative offices immediately following a party. The bartender will count the amount of alcohol remaining and report it to the Community Development Co-ordinator.

*adapted from September 1988 Governance

Bulletin Board Policy

The bulletin boards serve as a primary means of communication in Neill-Wycik. In order to assist the CAs and others in managing the information posted, these guidelines have been established.

Each of the boards on a given floor shall be designated for a specific use and labeled appropriately as follows:

- 1) One board is reserved for information from the Board and SAC events and meetings.
- 2) One should provide CA and office information
- 3) One board should outline Member Contribution options
- 4) Any additional boards would be available for member use based on the following criteria:
 - 1) Any items for sale must be items belonging to a Neill-Wycik member. These posters may be placed on any bulletin board provided they have been approved and stamped by Security staff.
 - 2) Offensive material is not permitted and will be removed immediately. Members found posting offensive materials may be required to appear before the Member Relations Committee and/or Board of Directors.
 - 3) External job postings and other office information are placed on the bulletin board outside the main office on the 22nd floor.
 - 4) Information from outside sources can only be placed on the bulletin board across from the mailboxes on the first floor.

Decoration of the boards is at the discretion of the CA for that floor. This responsibility can be assigned to an interested member or committee, provided the CA reviews same to ensure compliance with this policy.

Approved by the Board of Directors on June 26, 2006

Community Assistant Policy

The role of the Community Assistant (CA) is critical in promoting the community involvement of Neill-Wycik members. Each CA is responsible for ensuring that members have access to the resources they need to actively participate in the Member Contribution Program. As well, through the provision of activities such as floor events and member orientations, a CA enhances the work of the Social Activity Committee.

Meeting Members

It is important that CAs make an effort to meet new members, but at the same time there can only be so much effort put to this task before it becomes wasteful. During the September move-in, each CA will be expected to go around the floors three times to meet their members. If they are unable to meet their members on the third attempt, they will leave a note on the member's door. Furthermore, the CAs will take with them an information sheet containing the names of the available committees and contact numbers as well as any other information that the Board deems fit. In subsequent months, the CAs will also have to make at least three attempts to meet new members. Again, if the CA cannot meet the new member he/she must leave a note.

Orientation

CAs will perform one New Member Orientation in the beginning of September in groups of threes (these will be open to new members from all floors but will not feature food). After these initial sessions, one session will be performed at the end of each month by a CA assigned to the task (as their secondary committee).

Floor Events

Each CA will organize two floor events – once in September and once between January and April. The CAs will not be allowed to combine floor parties – the purpose of these events are to build a community atmosphere within the floors, too many floors makes the events too impersonal and defeats this purpose. The CA-run Floor Events may have wine (as in wine and cheese parties), but may not serve beer or liquor. Any event organized by members through their CA and for MCP hours may not serve any alcohol.

Committees and Clubs

Each CA will be expected to run two committees. The primary committee will be one that generates more MCP hours for members and will be a committee that is expected to succeed. The secondary committee can be something that may not provide many member MCP hours or be expected to succeed but would be something that would be fun for the membership. The CA will be expected to spend ~2 hours/week on their

primary committees and ~2 hours/month on their secondary committees. Possible committees are listed below.

Potential Primary Committees (8 hours/month)

- Food Drive - two pick-ups per month
- Essentials Drive - two pick-ups per month
- Recycling - all the floors
- Movie Nights - one per week (this CA may not have to do a secondary committee)
- Mary's Home Baking - two pick-ups per month
- Newsletter – each newsletter will include notes from the Office, Board and SAC. As well, there will be a list of all the CAs, their committees, Office hours and extensions and a calendar for the next month. Also the CA will be the one to put the newsletter together – as opposed to getting someone else to do it.
- Community Cooking – one pick-up and one distribution/month

Potential Secondary Committees (2 hours/month)

- Potluck – once/month
- Community Support
- Sports Event – once/month
- SAC meeting – two 1-hour meetings/month
- Orientations – once/month
- Decorating – once/month
- Leading to Reading
- Coffee Nights – once/month
- MRC – once/month
- Book Club – twice/month
- Bulletin Board Manager – one CA will go to each floor twice a week to put up new posters and take down old posters. He/she will also organize the bulletin boards into the following categories: Board/Office, SAC Events/Facilities, CA/MCP hours and one or two Member boards.
- Also if any of the CAs are Facility Managers before September or if they become a Facility Manager because we can't find a regular member to fill the position – this should be acceptable as the secondary committee.
- If the CAs have other ideas (that are acceptable to the CDC and the Board/CA liaison) then we should allow them.

Office Hours

CAs are expected to make a reasonable effort at being available; this means returning phone calls promptly. However, in order to make it easier for members to contact their CA, the CA will be asked to establish Office Hours. These will be two one-hour sessions during the month when the CA will be available for questions. These will be held in the CA's unit, at the Front Desk or Hanke Lounge. The time and place will be posted and be consistent from month-to-month.

The following is a list of the responsibilities of each CA as well as the minimum time requirements for the completion of each task.

- CA Training - 4 hours
- Aug/Sept Move-in - 8 hours
- Meeting new members in Sept – 3 hours
- Member Orientations in September (no pizza, 3 CAs per session) - 2 hours
- Floor Dinner in September (one for each CA) - 3 hours
- Member Contribution Fair in October – 4 hours
- Floor Dinner in Jan-March - 3 hours
- Attend one MRC meeting - 1 hour
- Annual General Meeting - 4 hours
- April/May Move-out - 4 hours
- Primary Committee - 4 hours in Sept and 8 hours/month afterwards = 60 hours
- Secondary Committee - 2 hours/month = 16 hours
- Office Hours (two sessions/month x one hour/session) - 16 hours
- CA/CDC meetings – 30 minutes/month = 4 hours
- Phone calls/Entering MCP hours - 2 hours/week = 64 hours
- CA Meetings (1 hour/month) = 8 hours

Changes and/or amendments to this policy may be made at the discretion of the Board.

Approved by the Board of Directors on March 11, 2006

Parking Policy

Neill-Wycik provides 57 spots on two levels. The parking area is for the use of member/staff vehicles that are in regular use, not for storage. The following rules apply to all vehicles parked within Neill Wycik.

Assignments and Waiting Lists

1. Parking assignments are renewed every term and current users are given priority. All assignments are subject to the arrears policy.
2. An application must be completed and approved before a parking pass can be issued. This information must be updated as necessary to ensure that cars are not towed. Security staff patrol the garage regularly to identify cars that are not authorized and have them towed.

Fees and Payments

1. The car parking fee is \$75 per month or \$300 per term. The fee for motorcycles is \$20 per month or \$80 per term. All fees must be paid in advance. Members who wish to renew must pay their fees by the 15th of the month prior to the beginning of the new term. Users must cancel their parking one month in advance, except for renewal times, or be charged for one month's parking fee.

Access

1. Security will enable Neill-Wycik ID cards to provide access to parking upon presentation of a valid receipt.

Rules

1. A member is only entitled to one car and one motorcycle spot. If there is no waiting list, a member may be allowed to rent an additional spot but it must be surrendered if there is a demand.
2. The spot is assigned to the member only and is not transferable. Proof of ownership must be provided to the office if requested.
3. Parking is not allowed in areas other than those designated as parking spots within the garage. Cars parked in other areas are subject to being ticketed and/or towed at the owner's expense.
4. Any vehicle that does not display a valid parking pass may be towed.
5. The office must be informed in writing of any change of vehicle or license number. Vehicles not registered with the office may be towed without notice regardless of any parking pass they display.

6. All cars must have current licensing and insurance and be in mechanically sound condition. Any vehicle found leaking oil or other fluids will be required to be moved out of the lot or it will be towed.
7. The owners of over size trucks or large 4 wheel drive vehicles must park them on the lower level where there is a concrete floor. The upper parking membrane is easily compromised by these vehicles.
8. Members agree to remove their cars when necessary to facilitate garage maintenance and repairs.

Short-term parking

1. Daily spots are available in the summer through the hotel front desk.

Violations

1. If a user repeatedly violates one or more sections of the policy her/his parking privileges will be terminated. In the event that an appeal is sought, the member retains her/his right to park until the next Board of Directors meeting at which time the appeal is heard. Failure to remove his/her car from the garage on the date requested will result in the user's car being towed at his/her expense.

Waiver

1. All users must sign an agreement accepting the terms of this policy and waiving the co-op from any responsibility for theft, vandalism or damage that might occur to their vehicle while on co-op property.

Staff

1. All staff using the garage do so within the limitations of this policy. Staff use is pursuant to the staff benefits package, at full rate beyond work hours. There is no discount for members who are also full-time staff.

E-Bikes

1. Must be stored in the garage and are not permitted within the building. Batteries may be brought to member units for charging.

Amendment (e-bikes) approved by the Board of Directors May 14, 2012.

POLICY REGARDING CONDUCT WHEN A STAFF MEMBER IS ALSO A NEILL-WYCIK MEMBER

Being a member of Neill-Wycik Co-op College as well as being a staff member can create some interesting challenges. Members have certain rights to question policy and procedure of the Board and Management; however, staff members must uphold all these policies in their daily duties. So where do the rights of members end and the obligations of your position begin? This policy is designed to help staff understand what they can and cannot do as a member.

WHY THIS POLICY IS IMPORTANT:

Members see you as a staff person, whether you are working or not. You may feel that what you do in your spare time as a member of Neill-Wycik should be only your business, but it is important to remember that once you are known as a staff member, you are always seen as such and the members constantly scrutinize your actions. You constantly deal with the members of Neill-Wycik and must have their respect. Respect is earned both on and off duty. There is a fast working rumour mill at Neill-Wycik. You may think that your actions are only seen by few people or only by your "close friends", so no one else will find out if you breach a by-law but this is not the case. Almost everything that happens at Neill-Wycik eventually makes the rounds of the rumour mill.

Failure to conduct yourself as per this policy will result in disciplinary action or immediate dismissal.

Code of Conduct:

1. As for all members, but especially for staff who are members, you or your guests must abide by all by-laws, policies, rules or regulations of Neill-Wycik. Members who know, or see a staff member breaking a by-law or policy will not have respect for the rule or that staff member.
2. You are encouraged to get involved in any club or activity of your choice providing it adheres to the Co-op/SAC principles. As for all members, you cannot participate in or lead any activity that is or can be considered racist, sexist, homophobic, vulgar, crude or offensive. Members must feel that they can trust you with any sensitive issues they may have.
3. You can vote any way you wish at General Members' Meetings but you cannot speak publicly against a by-law or policy or a proposed by-law or policy of Neill-Wycik. Should you wish to voice your concerns you can meet with your immediate supervisor, discuss issues at staff meetings, ask to meet with the General Manager or voice your opinion by asking the board for a special session to voice staff concerns about any policy, by-law, rule or regulation at Neill-Wycik. This is actually a better way to get your concerns heard and possibly create change and gives you better access to those who can make changes happen. In this type of forum you will have more time to say what you wish.
4. Consistency is important in all aspects of the service we provide. To this end, you cannot seek or provide special treatment by virtue of your position beyond what would be given to any member.
5. Any act or behaviour or omission thereof, which may cause the co-op, or the staff/member to be held in disrepute, may be grounds for disciplinary action or dismissal.

OTHER:

Remember – if you find yourself in a position in which an illegal activity or a breach of a by-law is about to take place, you should advise the parties present that before they commence that activity, as a staff/member you will have to report the activity should they continue. If it does continue, you should remove yourself from the situation and report it to security staff at the front desk.

December 1, 1998

The Neill-Wycik Co-operative College

Customer Service Policy Statement:

Providing Goods and Services to People with Disabilities

1. The mission of Neill-Wycik Co-operative College is:

We are a student owned and controlled co-operative committed to upholding and promoting the seven principles of co-operation in all we do:

- To serve the best interests of the membership by operating effectively in areas significant to student life.
- To acknowledge and support the active contributions students have made, and will continue to make, within our community.
- To cultivate student leadership, participation, empowerment, self-sufficiency, and responsibility.

2. Our commitment

In fulfilling our mission, Neill-Wycik Co-operative College strives at all times to provide our goods and services in a way that respects the dignity and independence of people with disabilities. We are also committed to giving people with disabilities the same opportunity to access our goods and services and allowing them to benefit from the same services, in the same place and in a similar way as other customers.

3. Providing goods and service to people with disabilities

Neill-Wycik Co-operative College is committed to excellence in serving all customers including people with disabilities and we will carry out our functions and responsibilities in the following areas:

3.1 Communication

We will communicate with people with disabilities in ways that take into account their disability. This means employees will communicate in a means that enables persons with disabilities to communicate effectively for purposes of using, receiving and requesting our goods and services.

We will train staff who communicate with customers on how to interact and communicate with people with various types of disabilities.

3.2 Telephone services

We are committed to providing fully accessible telephone service to our customers. We will train staff to communicate with customers over the telephone in clear and plain language and to speak clearly and slowly.

We will offer to communicate with customers by e-mail if telephone communication is not suitable to their communication needs or is not available.

3.3 Assistive devices

We are committed to serving people with disabilities who use assistive devices to obtain, use or benefit from our goods and services. We will ensure that our staff is trained and familiar with various assistive devices that may be used by customers with disabilities while accessing our goods or services.

3.4 Billing

We are committed to providing accessible invoices to all of our customers. For this reason, invoices will be provided in the following formats upon request: **hard copy, large print, e-mail.**

We will answer any questions customers may have about the content of the invoice in person, by telephone or email.

4. Use of service animals and support persons

We are committed to welcoming people with disabilities who are accompanied by a service animal on the parts of our premises that are open to the public and other third parties. We will also ensure that all staff, volunteers and others dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by a service animal.

We are committed to welcoming people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter Neill-Wycik Co-operative College's premises with his or her support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on our premises.

Fees will not be charged for support persons for admission to Neill-Wycik Co-operative College's premises. Customers will be informed of this by a notice that will be posted in Neill-Wycik Co-operative College's premises.

5. Notice of temporary disruption

Neill-Wycik Co-operative College will provide customers with notice in the event of a planned or unexpected disruption in the facilities or services usually used by people with

disabilities. This notice will include information about the reason for the disruption, its anticipated duration, and a description of alternative facilities or services, if available.

The notice will be placed at all public entrances and service counters on our premises.

6. Training for staff

Neill-Wycik Co-operative College will provide training to all employees, volunteers and others who deal with the public or other third parties on their behalf, and all those who are involved in the development and approvals of customer service policies, practices and procedures. Individuals in the following positions will be trained: front line staff, supervisors, managers, volunteers.

Training will be provided to each person as soon as practicable after he or she is assigned applicable duties.

Training will include the following:

- The purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard
- How to interact and communicate with people with various types of disabilities
- How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person
- What to do if a person with a disability is having difficulty in accessing Neill-Wycik Co-operative College's goods and services
- Neill-Wycik Co-operative College's policies, practices and procedures relating to the customer service standard.

Applicable staff will be trained on policies, practices and procedures that affect the way goods and services are provided to people with disabilities. Staff will also be trained on an ongoing basis when changes are made to these policies, practices and procedures.

7. Feedback process

The ultimate goal of Neill-Wycik Co-operative College is to meet and surpass customer expectations while serving customers with disabilities. Comments on our services regarding how well those expectations are being met are welcome and appreciated.

Feedback regarding the way Neill-Wycik Co-operative College provides goods and services to people with disabilities or this policy and its implementation can be made by:

- telephoning the Neill-Wycik Co-operative College at (416) 977-2320 Neill-Wycik Co-operative College in person at 96 Gerrard Street East, Toronto, ON Monday to Friday, 9AM-5PM; or

- mailing the Neill-Wycik Co-operative College, 96 Gerrard Street East, Toronto, ON M5B 1G7, Attn: Finance and Administration Manager.

All feedback will be directed to **the Finance and Administration Manager**. Customers can expect to hear back with an acknowledgement of their concern within 5 business days of its receipt by the Neill-Wycik Co-operative College. Privacy will be respected and all feedback will be reviewed for possible action that can be taken to improve access to Neill-Wycik Co-operative College goods and services. Feedback received will be redirected to an appropriate contact person in the relevant division of the Neill-Wycik Co-operative College, as appropriate.

Where possible, complaints will be addressed immediately. However, some complaints may require more effort to address, and must be reviewed for action, possibly involving a number of participants at the Neill-Wycik Co-operative College. The acknowledgement of receipt of complaint or concern will indicate how the matter will be addressed and when the individual can expect to be notified of the outcome. The Neill-Wycik Co-operative College will follow up on any actions arising from the feedback and the timeframe for implementation will be provided as part of the notification of outcome. Feedback/response will be in a format that is accessible to the complainant.

8. Modifications to this or other policies

We are committed to developing customer service policies that respect and promote the dignity and independence of people with disabilities. Therefore, no changes will be made to this policy before considering the impact on people with disabilities. Any policy of Neill-Wycik Co-operative College that does not respect and promote the dignity and independence of people with disabilities will be modified or removed.

9. Questions about this policy

This policy exists to achieve service excellence to customers with disabilities. If anyone has a question about the policy, or if the purpose of a policy is not understood, an explanation should be provided by, or referred to the Finance and Administration Manager of Neill-Wycik Co-operative College.

Neill-Wycik Co-operative College Incorporated

Hoarding Protocol

3/20/2014

Hoarding Protocol

In an effort to ensure the safety of all members at Neill-Wycik Co-operative College Inc. as well as respecting the privacy of members, this policy will establish the process for dealing with issues of hoarding.

How hoarding is identified

Neill-Wycik inspects each unit annually when conducting mandated fire safety inspections. This provides an ideal time to also inspect for pre-hoarding or hoarding behaviours. The degree of hoarding can be determined using the attached “Clutter Image Rating” scales. Given the sensitive nature of hoarding situations, the security supervisor will be the first line in determining whether a unit is at risk. Known units will be automatically inspected by the security supervisor, all other potential units will be reported to the security supervisor by the security staff member who accompanies the fire safety contractor. If the security supervisor does not have appropriate training in sensitivity and/or mental health issues, this will be rectified prior to any inspections.

Notice to the member

Prior to each inspection by the security supervisor a letter will be sent to the member explaining the safety concern that prompted the inspection. These letters and the inspection must be approved by the General Manager to ensure appropriate action and language that reflects the sensitive nature of the inspection. At the time of this writing, these letters will generally be written by the CDC but the General Manager may assign the duty to someone else; the security supervisor will be copied. The letters will give the member a minimum of three (3) days’ notice of the inspection.

Report and Action

The security supervisor will prepare a report for each inspection noting the condition of the unit using clutter image rating scales to indicate the degree of hoarding. Depending on the severity of the clutter there are three potential responses:

- 1) A designation of 2 or 3 may indicate a future problem is developing. The response would be to inform the member of the concern and communicate specific goals and timelines in which to meet Neill-Wycik safety standards.
- 2) A designation of 4, 5 or 6 indicates a potential fire hazard. The member should be provided with appropriate information regarding community resources they can access to assist with addressing the situation. The member cannot be compelled to access these services but in the interest of building safety it should be explained that further action will need to be taken if the problem is not addressed.
- 3) A designation of 7, 8 or 9 indicates an extreme fire hazard and requires the immediate intervention of fire safety personnel. If this level is reached the involvement of a mental health professional is integral to ensure the member is provided the support they need to remove items as directed by fire personnel.

Board Involvement

It may be necessary to refer these matters to the Board of Directors. In order to ensure that any member dealing with mental health issues is treated in a sensitive matter, members of the Board who will be involved must have taken appropriate training..

Food Based Events:

Both S.A.C Sponsored and Non - S.A.C Based Events

Date of issue: September 2014

PURPOSE & APPLICATION

The purpose of this policy is to outline our commitment to ensuring and maintaining safe food handling in accordance with the **Ontario Food Safety and Quality Act, 2001**.

POLICY STATEMENT:

• We are committed to following all legal requirements when we prepare serve sell, and/or offer at no at particular monetary charge food. This policy shall apply to all food based events hosted within the confines of Neill-Wycik Co-operative College Inc hereinafter called “the Co-operative”.

GOAL OF THIS POLICY

• To ensure all food handled, sold, and offered without any particular monetary charge through the Co-operative, and all Committees / SubCommittees of the Board of Directors; is safely prepared and all areas of the kitchen are safe for use in accordance with the **Ontario Food Safety and Quality Act, 2001**.

SPECIFIC OBJECTIVES OF THIS POLICY

- To inform our members that our procedures are safe and regularly enforced.
- To ensure that all members of the Co-operative looking to hold a food based event have passed a Certified Food Handling Certification Program, and shall possess the necessary documentation as required by both the City of Toronto, and the Province of Ontario.
- To ensure that all Food Based Events funded by S.A.C or not funded by S.A.C are pre approved by S.A.C.
- Anyone publicly advertising a food based event anywhere in the building must have a Food Handler Certificate.

DEFINITIONS

- Safe food handling: Any aspect of the operations in the preparation, transport, storage, packaging, wrapping, exposure for sale, service, or delivery of food.
- Food: (a) any substance or thing of a kind used, or represented as being for use, for human consumption (whether it is live, raw, prepared or partly prepared); or
- (b) any substance or thing of a kind used, or represented as being for use, as an ingredient or additive in a substance or thing.
- (c) any substance used in preparing a substance or thing. (other than a substance used in preparing a living thing) if it comes into direct contact with the substance or thing referred to in that paragraph, such as a processing aid; or
- (d) chewing gum or an ingredient or additive in chewing gum, or any substance used in preparing chewing gum; or
- (e) any other substance or thing declared to be food under a declaration in force under **The Ontario Food Safety and Quality Act 2001, and any relevant Bylaws of the City of Toronto** and prescribed by the regulations for the purposes of this paragraph.

RESPONSIBILITIES

- **Primary Event Organizer:** – If any volunteers assisting with the event have any questions or queries with this policy or procedure, they are to speak to the Primary Event Organizer. The Event Organizers will be granted exclusive access th the food based event area for the duration of their event.
- **Community Development Coordinator** – If any Community Assistant has any questions or queries with the policy or procedure they are to speak to the Community Development Coordinator.
- **General Manager** – If any Staff Member has any questions or queries with the policy or procedure they are to speak to the General Manager.
- **Social Activity Committee (S.A.C.)** – If any member has any questions or queries with the policy or procedure between regular meetings of the Social Activity Committee; they are to speak to the Events Co-ordinator. Otherwise they should attend a regularly scheduled SAC meeting to ask any questions.

*** Failure to abide by any and all aspects of this policy may result in the removal of the Event Organizer’s ability to hold food based events in the future.***

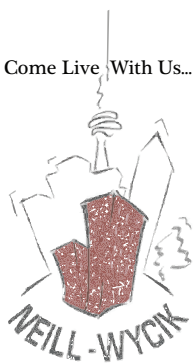
Event Organizer Name _____

Event Organizer Signature _____

SAC Witness Name _____

SAC Witness Signature _____

Date _____



Social Activity Committee - Poster Policy

The Social Activity Poster Policy applies to all posters promoting events, activities, or facilities that fall under the purview of SAC. These posters must abide by the following:

- Posters must include contact information of the person(s) promoting the activity/event/facility.
- Posters must not include any vulgar or offensive content, wording, or imagery.
- Posters for S.A.C funded events.activities/facilities must include the SAC logo placed in the bottom left corner n smaller than 2" X 2"
- Posters advertising an event serving alcohol must include the following: Legal Photo Identification showing proof of age must be presented to obtain alcohol.
- Posters must be approved in advance by a SAC member or a SAC designate.
- Event posters must include the dates,times, and location of the event.
- Event posters must be posted a minimum of (5) days before the event.
- Any member who is granted permission to post their posters will also be permitted to use Neill-Wycik photocopiers at no charge.
- Posters are to come down (3) days after the event.

Brought To You By



The Social Activity Committee

NEILL-WYCIK CO-OPERATIVE COLLEGE INC.

Serving students and travellers since 1970

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www.neill-wycik.com • Residence housing@neill-wycik.com • Hotel: hotel@neill wycik.com